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المستند رقم (١)

امتياز الحفر والتنقيب عن النفط في الأراضي الكويتية

رسالة لاحقة لخطاب سابق موجهة من نائب رئيس شركة استكشافات الخليج السيد تي . والاس مؤرخة في ١٩/٣/١٩٣٠ إلى السادة أعضاء المؤسسة العامة والشرقية المحدودة ومقرها لندن ، يوضح فيها البنود التي سبق أن ناقشها في اجتماع مسبق في اكتوبر عام ١٩٢٩ بشأن حصول الشركة على امتياز خاص يغطي جميع المناطق التي تقع ضمن نطاق حكم شيخ الكويت بغرض البحث والتنقيب عن النفط والغاز في الأراضي الكويتية لفترة من الزمن يتم الاتفاق عليها لاحقا .

وتحدث والاس حول الصلاحيات التي تمتلكها الشركة لبناء وتشغيل وصيانة انابيب نقل النفط ، و اضاف إن أي قرار قد تتخذه الشركة وترتتي أنه من مصلحة العمل فسوف لن تألو جهدا لتنفيذه وهو لا يعتقد بأن الشيخ سوف يمانع باتخاذ هذه القرارات لأنها ستعود بالفائدة العامة على بلده وشعبه في آن واحد .

وقد اشار نائب الرئيس في رسالته إلى رغبة شيخ الكويت في رفع الايجار المترتب على منح شركتهم امتيازاً حصرياً لتنفيذ أعمال الحفر والتنقيب عن النفط في الأراضي الكويتية دون منازع ، بحيث يبلغ الايجار خمسة وأربعين ألف رويية للسنوات الأولى المتفق عليها .

لقد كان واضحاً أن هذه الرسالة تحمل استياء السيد تي . والاس حيال شروط شيخ الكويت الجديدة التي ، على ما يبدو ، ستحول دون إتمام مشروع الامتياز .

* أنظر النص الكامل للمستند صفحة ١٢٩ - ١٣٣

Document (1)

Concession for Drilling & Excavation of Oil in Kuwait Territories

A letter subsequent to a precedent letter addressed by the Deputy Chairman of the Gulf Explorations Co., Mr. T. Wallas, dated 19.03.1930 to the members of the Public and Eastern Est. Ltd., headquartered in London, stating the articles already discussed at a prior meeting in October 1929 concerning the fact that the company obtained a special privilege covering all areas within the governorship of the Sheikh of Kuwait, in order to excavate and search for oil and gas in the Kuwaiti Lands for a period of time to be agreed upon later.

Wallas talked about the capacities of the company for the construction, commissioning and maintenance of oil pipes, he added that any decision that may be taken by the company deemed for the benefit of the work will not spare any effort for the performance thereof and he does not think that the Sheikh will object upon these decisions because they will have public benefit for his country and people in the same time.

The Deputy Chairman indicated in his message about the wish of the Sheikh of Kuwait to pay the rent due for granting an exclusive privilege to their company for the performance of the oil lease and excavation works in the Kuwaiti lands, as the rent amounts to forty-five thousand rupees for the first years agreed upon.

It was clear that this letter expresses the resentment of Mr. T. Wallas towards the new conditions of the Sheikh of Kuwait that, apparently, will prevent the completion of the project.

* See full Document Page 129 - 133

قانون تعويضات الشركة

بعث عضو مجلس إدارة شركة نفط الكويت المحدودة السيد آل . دي . سكوت بهذه الرسالة إلى مستشار شيخ الكويت السيد عبد الله ملا صالح ، يشرح فيها القانون المقترح لتعويض العمالة البريطانية والهندية والعمالات الأخرى من غير الكويتية والخاضعة لسلطة صاحب الجلالة السياسية ملك بريطانيا .

وتوضح الرسالة المبالغ المقترحة لتعويض المصابين وأهالي المتوفين أثناء العمل ، وهي مرفقة أيضا بجدول مفصل بالنسبة للمئوية لحالات الإصابة بالشركة وأنواعها لغاية عام ١٩٣٧ .

* أنظر النص الكامل للمستند صفحة ١٣٤ - ١٣٦

Document (2)

Company's Compensations Law

The member of the Board of Kuwait Oil Co. Ltd., Mr. Al D. Scott, sent this letter to the Consultant of the Sheikh of Kuwait, Mr. Abdullah Mulla Saleh, explaining the law suggested for the compensation of the British and Indian manpower and other non-Kuwaiti manpower subject to the authority of His Excellency, King of Britain.

The letter clarifies the amounts suggested for the compensation of the injured and parents of the deceased during work, enclosed also to a detailed schedule with the percentage of the injury cases and types at the company until 1973.

* See full Document Page 134 - 136



قانون تعويضات الشركة

وجّه السيد عبد الله ملا صالح رسالة للسادة أعضاء مجلس إدارة شركة نفط الكويت المحدودة بتاريخ ١٨/٢/١٩٣٧ يعلمهم فيها بتسلم شيخ الكويت لرسالتهم التي توضح مبالغ التعويضات المقترحة من قبل الشركة ، والمتعلقة بالعمالة الكويتية والمخصصة لحالات الوفاة والإصابات أثناء العمل ، وهي مرفقة أيضا بجدول يحدد نوع الإصابات ومبلغ التعويضات المقترح بالروبية قرين كل إصابة .

وقد تضمنت الرسالة أيضا موافقة الشيخ على المبالغ المقترحة لتعويض العمال الكويتيين العاملين بالشركة ، والتي تمت الموافقة عليها مسبقا عندما اجتمع الشيخ بالشركة في ١٤ فبراير عام ١٩٣٧ .

* أنظر النص الكامل للمستند صفحة ١٣٧ - ١٤٠

Document (3)

Company's Compensations Law

Mr. Abdullah Mulla Saleh addressed a letter to the members of the Board of Kuwait Oil Co. Ltd. on 18.02.1937 notifying them that the Sheikh of Kuwait received their letter in which they state the amounts of compensations suggested by the company and related to the Kuwaiti manpower and specified for the cases of occupational decease and injuries, enclosed as well to a schedule specifying the type of injuries and the amount of compensations suggested in rupee for each injury.

The letter included also the approval of the Sheikh upon the amounts suggested for the compensation of the Kuwaiti manpower working at the company, approved earlier when the Sheikh held a meeting with the company on February 14, 1937.

* See full Document Page 137 - 140

تعليم الكويتيين

تحمل هذه الرسالة المؤرخة في ١٩٥٠/٢/٨ استفساراً من شيخ الكويت حول أسباب عدم مساهمة شركة نفط الكويت في تعليم الكويتيين العاليي ، أسوة بغيرها من الشركات النفطية العاملة في المملكة العربية السعودية وإيران والعراق .

لقد نقلت الرسالة تأكيداً أكثر منه استفساراً عن الموضوع . فقد كان المغفور له حريصاً على مساهمة الشركة بتمويل تعليم الطلبة وموظفي الشركة الكويتيين لتحصيل تعليمهم الجامعي في إحدى الجامعات أو الكليات الفنية في المملكة المتحدة .

ونزولاً عند رغبة سموه قرر أعضاء مجلس الإدارة تخصيص مبلغ من أرباح الشركة وقدره ثلاثة آلاف جنيه استرليني تصرف سنوياً على تعليم خمسة طلاب كويتيين على نفقتها الخاصة ، وذلك ضمن شروط تحددها الشركة ومقابلات واختبارات يخضع لها المتقدم للبعثة الخارجية ، وبعدها يتم اختيار الطالب المناسب لابتعاثه إلى المملكة المتحدة .

* أنظر النص الكامل للمستند صفحة ١٤١ - ١٤٣



مجموعة من العمال الكويتيين يتلقون دروساً باللغة الانجليزية في احد الصفوف في شركة النفط الكويتية - ١٩٥٨
A group of Kuwaiti workers learning English language in KOC classes - 1958

Document (4)

Education of Kuwaitis

This letter, dated 08.02.1950, includes an enquiry from the Sheikh of Kuwait concerning the reasons of non-contribution of Kuwait Oil Company in the higher education of Kuwaitis, as the other oil companies operating in the Kingdom of Saudi Arabia, Iran and Iraq.

The letter transferred a confirmation more than enquiry concerning the subject, as the late insisted on the contribution of the company in the financing of the education of the students and the Kuwaiti employees of the company for their university education at a technical university or faculty in the United Kingdom.

In compliance with the wish of His Excellency, the members of the Board decided to specify an amount from the company's profits, of English Pounds three thousand, to teach five Kuwaiti students at its own expense, within conditions specified by the company as well as meetings and tests to which the applicant of external delegation is subject. Then the convenient student will be chosen to be sent to the United Kingdom.

* See full Document Page 141 - 143



عبارة مرافقة لناقلات النفط ويطلق عليها اسم «هادي»، ويبدو شعار شركة نفط الكويت على جانب قمرة القيادة
A ferry accompanying the oil tankers, called "Hadi" - the logo of Kuwait Oil Company appears next to the steering cabin

التخلي عن جزء من منطقة امتياز نפט الكويت

خطاب موجه بتاريخ ٨ مايو ١٩٦٢ من شركة البترول البريطانية (الكويت) المحدودة ويمثلها السيد ج. ج. ستوكويل وشركة جلف كويت ويمثلها السيد ت. د. لامبكين ، إلى وزير المالية والاقتصاد الكويتي آنذاك الشيخ جابر الأحمد الجابر الصباح (صاحب السمو أمير البلاد رحمه الله) ، وذلك بخصوص موافقة الشركتين على التخلي عن جزء من منطقة امتياز نפט الكويت (مرفق الخريطة التي توضح الجزء المتخلى عنه). ويبدو في الخطاب كيفية انتقاء جهة المراسلة وتحديد بدقه بالترتيب التنازلي هكذا: الأحمدى - الكويت - بلاد العرب .

* أنظر النص الكامل للمستند صفحة ١٤٤ - ١٤٦

Document (5)

Abandoning a Part of the Kuwait Oil Concession Area

A letter addressed on May 8, 1962 from the British Petroleum Co. (Kuwait) Ltd., represented by Mr. G.G. Stockwill and Kuwait Gulf Co., represented by Mr. T.D. Lambkin, to the Kuwaiti Minister of Finance and Economics by the time, Sheikh Jaber Al-Ahmad Al-Jaber Al-Sabah (His Excellency Amir of the Country), concerning the approval of both companies upon the abandoning of a part of Kuwait oil privilege area (the map specifying the abandoned part is enclosed). The letter states the method of choosing and specifying the recipient accurately in descending chronological order such as: Al-Ahmedi - Kuwait - Arab Countries.

* See full Document Page 144 - 146



إنشاء ميناء صناعي في الشعبية

أرسل وزير المالية والاقتصاد الشيخ جابر الأحمد الجابر الصباح هذه الرسالة بتاريخ ١٥ يناير ١٩٦٣ إلى مقر شركتي جلف كويت و النفط الكويت المحدودة في لندن ، يحيطهما بها علما بأن المناقشات مازالت مستمرة بشأن المقترح الذي تقدمتا به مسبقا والخاص بإنشاء ميناء ذي خدمات صناعية في منطقة الشعبية .

* أنظر النص الكامل للمستند صفحة ١٤٧

Document (6)

Construction of an Industrial Port in Shuaiba

The Minister of Finance and Economy, Sheikh Jaber Al-Ahmad Al-Jaber Al-Sabah, sent this letter on January 15, 1963 to the headquarters of Gulf Kuwait Co. and Kuwait Oil Co. Ltd. in London, advising the same that the discussions are still being worked on concerning the suggestion submitted earlier concerning the construction of a port with industrial services at Shuaiba.

* See full Document Page 147

خدمات إعلامية

يحمل هذا الخطاب عرضا ماليا مقدما من عضو مجلس إدارة شركة نفط الكويت المحدودة السيد آي . أتش . ليه مورجان لشركة الشرق الأوسط للأعمال والخدمات المكتبية ، لقاء بعض الخدمات الإعلامية التي اعتادت الجمعية على تقديمها بالتعاون والتنسيق مع المعنيين في إذاعة وتلفزيون الكويت ، وذلك بهدف تسليط الضوء على أهمية دور الصناعة النفطية في دولة الكويت .

ويتضح من الخطاب موافقة مدير الجمعية السيد فريد رزق على عرض الشركة .

* أنظر النص الكامل للمستند صفحة ١٤٨ - ١٤٩

Document (7)

Media Services

This letter contains a financial offer submitted by the member of the Board of Directors of Kuwait Oil Co. Ltd., Mr. A.H. Lee Morgan to the Middle East Association for the Research Works and Services against several media services used to be offered by the Association in cooperation and coordination with the concerned persons at the Kuwaiti Radio and Television, in order to highlight the importance of the role of oil industry in the State of Kuwait.

The letter clarifies the approval of the Association's Manager, Mr. Farid Rizk, upon the company's offer.

* See full Document Page 148 - 149



توضيح البند الثالث من الاتفاقية الإضافية

رسالة من شركة بي . بي . (كويت) المحدودة وشركة جلف كويت إلى وزير المالية والنفط بتاريخ ٢٢ ابريل ١٩٦٧ بخصوص البند الثالث من الإتفاقية الاضافية الأخرى ، وكذلك إشارة للخرائط في البنود ٢ و٣ و٦ في الاتفاقية موقعة من أمير الكويت وممثلين عن الشركتين .

* أنظر النص الكامل للمستند صفحة ١٥٠ - ١٥٣

Document (8)

Clarification of Article 3 of the Additional Agreement

Letter from B.P. Co. (Kuwait) Ltd. and Gulf Kuwait Co. to the Minister of Finance and Oil dated April 22, 1967 concerning Article 3 of the other additional agreement, with reference to the maps in Articles 2, 3 and 6 of the agreement signed by the Amir of Kuwait and representatives of both companies.

* See full Document Page 150 - 153

اعتماد فاتورة شركة الشرق الأوسط للأعمال والخدمات البحثية

وجه السيد آيه. اتش. ليه مورجان عضو مجلس إدارة شركة نفط الكويت المحدودة هذه الرسالة إلى مقر الشركة في لندن ليعلّمها باستلام خطابها المرسل بتاريخ ١٩٦٧/٥/٨ ، والذي يوصي بعمل التسويات المالية الخاصة بشركة الشرق الأوسط للأعمال والخدمات البحثية .

وطالب ليه مورجان الشركة في لندن بإفادته بجميع الأمور المالية المترتبة على الشركة تمهيدا لعرضها على عضو مجلس الإدارة السيد أتش. أل. كوكسون لاعتمادها والبت بها بما يتناسب والإجراءات المالية المتبعة .

* أنظر النص الكامل للمستند صفحة ١٥٤

Document (9)

Approval of the Invoice of the M. E. Business Services and Research Corporation

Mr. A.H. Lee Morgan, member of the Board of Kuwait Oil Co. Ltd., addressed this letter to the headquarters of the company in London to notify the same of its letter sent on 08.05.1967, recommending the performance of the financial settlements of the Middle East Association for the Research Works and Services.

Lee Morgan asked the company in London to notify him of all financial matters due from the company to show the same to the member of the Board, Mr. H. Lee Cockson to be approved and settled in a way conformant to the financial procedures followed.

* See full Document Page 154



اتفاقية الغاز لعام ١٩٦٣

ردا على الرسالة الموجهة إلى وزير المالية والنفط من شركتي بي. بي. (كويت) المحدودة وجلف كويت بتاريخ ١٩٧٠/٧/٢٨ بشأن اتفاقية الغاز لعام ١٩٦٣ ، بعث سعادة الوزير في اليوم عينه موافقته على الاقتراح المقدم من الشركتين بشأن إلغاء الاتفاقية لحين بحث وتعديل النصوص المدرجة فيها بما يتلاءم ومصالح الجميع .

* أنظر النص الكامل للمستند صفحة ١٥٥

Document (10)

Gas Agreement of 1963

As a reply to the letter addressed to the Minister of Finance and Oil from B.P. Co. Ltd. (Kuwait) and Gulf Kuwait Co. on 28/07/1970 concerning the gas agreement of 1963, the Minister sent his approval, on the same day, upon the suggestion submitted by both companies concerning the cancellation of the agreement until the discussion and amendment of the texts mentioned therein in a way convenient to the benefits of all.

* See full Document Page 155

المستند رقم (١١)

اتفاقية الغاز المبرمة بتاريخ ١٤ / ١ / ١٩٦٣

تشير هذه الرسالة، المؤرخة في ٢٨ يوليو ١٩٧٠، إلى المناقشات التي جرت بين دولة الكويت وشركتي بي بي (كويت) المحدودة وجلف كويت حول اتفاقية الغاز التي أبرمت بتاريخ ١٤ / ١ / ١٩٦٣ وقد تبين من خلال هذه المناقشات عدم ملاءمة بعض بنود الاتفاقية لمصالح الطرفين.

واقترحت الشركتان إلغاء الاتفاقية وتكثيف المناقشات والدراسات للتوصل الى نص جديد بشأن استغلال الغاز الطبيعي في دولة الكويت بما يتناسب والمصلحة العامة لكلا الطرفين.

● ملاحظة:

إتفاقية الغاز المبرمة بتاريخ ١٤ / ١ / ١٩٦٣ مشار إليها في كتاب وثائق نفطية الصادر عن وزارة النفط ٢٠٠٣.

* أنظر النص الكامل للمستند صفحة ١٥٦



الامير الراحل الشيخ صباح السالم الصباح رحمه الله

The late Amir Sheikh Sabah Al-Salem Al-Sabah

Document (11)

Gas Agreement concluded on 14/01/1963

This letter, dated July 28, 1970, indicates the discussions made between the State of Kuwait, B.B. Co. (Kuwait) Ltd. and Gulf Kuwait Co. concerning the gas agreement concluded on 14.01.1963. These discussions showed the inconvenience of several articles of the agreement for the benefit of both parties.

Both parties suggested the cancellation of the agreement and the intensification of discussions and studies to reach a new text concerning the use of natural gas in the State of Kuwait in a way convenient to the public benefit of both parties.

- Remark:

The gas agreement concluded on 14.01.1963 is indicated in a letter of oil documents issued by the Ministry of Oil in 2003.

* See full Document Page 156



مراسم الاحتفال بتحميل أول شحنة نفطية في الكويت
At the ceremony to celebrate the first loading of Oil in Kuwait

توقف عمليات الاستكشاف والتنقيب في بعض المناطق

أرسلت شركتا بي. بي. (كويت) المحدودة وجلف كويت بتاريخ ١٥/٤/١٩٧١ رسالة إلى وزير المالية والنفط تبلغانه فيها تخليهما عن عمليات الاستكشاف والتنقيب في ثلاث مناطق قد وقع عليها الاختيار، وبلغت مساحتها ١١٥٢ كيلو متراً مربعاً.

كما أرفقت الشركتان جدولاً يوضح مساحات المناطق المتخلى عنها من الجهات الأربع. وأشارتا أيضاً إلى أنهما ستقومان بترشيح عدد آخر من المناطق التي ستستبعد من جدول أعمالهما مع نهاية عام ١٩٧٣.

* أنظر النص الكامل للمستند صفحة ١٥٧ - ١٥٩

Document (12)

Suspension of the Exploration and Excavation Operations in some Areas

B.P. Co. (Kuwait) Ltd. and Gulf Kuwait Co. sent, on 15/04/1971, a letter to the Minister of Finance and Oil notifying him of the exploration and drilling operations in three chosen areas, with a surface of 1152 square kilometers. Both companies enclosed a schedule stating the surfaces of the abandoned areas from the four sides. They also indicated that they will nominate another number of areas to be rejected from their agenda by the end of 1973.

* See full Document Page 157 - 159

مسح زلزالي في مطربة وبحرة

رسالة اخرى تم توجيهها إلى وزير المالية والنفط من شركتي بي . بي . (كويت) المحدودة وجلف كويت بتاريخ ١٥/٤/١٩٧١ مفادها عزمهما على تنفيذ عمليات المسح الزلزالي في منطقتي مطربة وبحرة خلال عام ١٩٧٢ . بالإضافة الى إجراء عمليات حفر استكشافية خلال عام ١٩٧٣ . وسوف تضعان في اعتبارهما عمل المزيد من المسوحات الزلزالية على مناطق اخرى خلال الفترة ذاتها .

* أنظر النص الكامل للمستند صفحة ١٦٠

Document (13)

Seismic Survey at Mutriba and Bahra

Another letter addressed to the Minister of Finance and Oil from B.P. Co. Kuwait Ltd. and Gulf Kuwait on 15.04.1971, stating their wish to perform the seism survey operations at Mutriba and Bahra during 1972 in addition to the performance of exploratory excavation operations during 1973. They will take into consideration the performance of more seism surveys in other areas during the same period.

* See full Document Page 160

توضيح بنود اتفاقية ١٩٧٤

إن هذا المستند ما هو إلا كتاب توضيحي لما جاء في بنود اتفاقية ١٩٧٤/١/٢٩ ، وبذلك تكون الشركة الأم قد أزالته أي غموض ناجم عن هذه الاتفاقية التي تم اعتمادها أيضا بتاريخ ١٩٧٤/١/٢٩ من قبل وزير المالية والنفط -آنذاك - عبد الرحمن سالم العتيقي ورؤساء مجلس إدارة شركة بي . بي . السيد جي . دبليو . آر . ستكليف ، وشركة خليج الكويت السيد أم . أل . رالستون .

* أنظر النص الكامل للمستند صفحة ١٦١ - ١٦٣

Document (14)

Clarification of the Articles of 1974 Agreement

This document is a clarification letter of the articles of the agreement of 29/01/1974. Thus, the main company had removed any vagueness resulting from this agreement approved also on 29/01/1974 by the Minister of Finance and Oil, by the time, Mr. Abdul Rahman Salem Al-Atiqi and the Chairmen of B.P. Co., Mr. G.W.R. Stickliff and Gulf Kuwait CO., Mr. M.L. Ralston.

* See full Document Page 161 - 163



اعتماد اتفاقية ٢٩ / ١ / ١٩٧٤

تعتبر هذه الرسالة ، الممهورة بتوقيع وزير المالية والنفط الكويتي عبد الرحمن العتيقي ، هي الدليل على موافقة الوزير على نصوص اتفاقية ١٩٧٤/١/٢٩ . كما يبدو أسفل الرسالة إمضاء رئيسي مجلسي إدارة شركتي بي بي السيد جي . دبليو . آر . ستكليف ، وخليج الكويت السيد أم . آل . رالستون .

* أنظر النص الكامل للمستند صفحة ١٦٤

Document (15)

Approval of 29/01/1974 Agreement

This letter, stamped by the signature of the Kuwaiti Minister of Finance and Oil, Abdul Rahman Al-Atiqi, is a proof of the approval of the Minister upon the texts of the agreement of 29/01/1974. The signatures of the Chairmen of B.P. Co., Mr. G.W.R. Stickliff and Kuwait Gulf, Mr. M.L. Ralston.

* See full Document Page 164

تعديلات عقد شركة شل

مذكرة عن «تعديلات عقد شركة شل اعتباراً من ١ أكتوبر ١٩٧٥» مرفوعة من السيد نور الدين فراج، إلى السيد وكيل الوزارة بتاريخ ١٠ نوفمبر ١٩٧٥. وكان سعر النفط الكويتي بالدولار حسب الاتفاق آنذاك ١١,٣٠٠ دولار/برميل.

* أنظر النص الكامل للمستند صفحة ١٦٥ - ١٦٦



استخدام المعدات الآلية في عمليات البحث عن المواقع النفطية

Using the mechanical equipment in the operations of searching for oilfields

Document (16)

Amendments of Shell Company Contract

A memorandum concerning the amendments of the contract of Shell Co., with effect from October 1, 1975, sent by Mr. Nouredin Farraj to the Under-Secretary on November 10, 1975. The price of Kuwaiti oil by the time in USD was of \$ 11.3 / barrel.

* See full Document Page 165 - 166



منظر جوي لشركة نفط الكويت المحدودة

Aerial view of KOC Ltd.

المستند رقم (١٧)

تسعير شحنة نفط «اسو ليبيا»

كتاب خاص بتسعير شحنة نفط «اسو ليبيا» بتاريخ ١١ نوفمبر ١٩٧٥ موجه من السيد نور الدين فراخ إلى السيد وكيل الوزارة للنظر فيه ، ومن ثم رفعه إلى معالي وزير النفط للبت فيه . ويبدو الطابع السري على هذا الكتاب ، كما يتضح أنه في السابق كان لوزارة النفط دور أساسي في التسويق ، أي قبل قيام مؤسسة البترول الكويتية عام ١٩٨٠ ، بالإضافة إلى الطريقة التي كانت تعد بها الكتب والمخاطبات الداخلية بخط اليد ، كما هو واضح ، بين السادة مسؤولي الوزارة .

* أنظر النص الكامل للمستند صفحة ١٦٧ - ١٦٩

Document (17)

Pricing of “ASO Libya” Oil Shipment

A letter concerning the pricing of oil shipment ASO Libya dated November 11, 1975 addressed from Mr. Nouredin Farraj to the Under-Secretary for perusal then brought to the Minister of Oil for settlement. This letter is confidential and it shows that, earlier, the Ministry of Oil had a main role in marketing, i.e. before the establishment of Kuwait Petroleum Corporation in 1980, in addition to the method in which the internal letters are prepared by handwriting, as stated among the Ministry's officials.

* See full Document Page 167 - 169



رد على ادعاء مجلة «صوت الخليج»

الرد الرسمي من قبل وزارة النفط بتاريخ ٢٦ يناير ١٩٧٦ على ادعاء مجلة صوت الخليج بأن «الوزارة تجازي الصحف الأسبوعية ولا تعلن لديها» .

* أنظر النص الكامل للمستند صفحة ١٧٠

Document (18)

Reply to the Claim of “Gulf Voice” Magazine

Official reply by the Ministry of Oil on January 26, 1976 to the claim of Gulf Voice magazine that the Ministry punishes the weekly magazines and does not advertise through theirs.

* See full Document Page 170



الفرقة الموسيقية التابعة للحرس الوطني خلال حفل افتتاح مصفاة شركة نفط الكويت

Music band of the national guard during the opening ceremony of KOC refinery

تلبية دعوة للمملكة المغربية

سعادة وزير النفط السيد عبد المطلب الكاظمي يرد بتاريخ ٧ يناير ١٩٧٦ على نظيره المغربي بقبول دعوته لزيارة الرباط على أن يحدد الموعد لاحقا.

* أنظر النص الكامل للمستند صفحة ١٧١

Document (19)

Acception of the Kingdom of Morocco Invitation

The Minister of Oil, Mr. Abdul Motleb Al-Kazemi, responded on January 7, 1976 to his Moroccan counterpart to accept his invitation to visit Al-Rabat provided that the date will be specified later.

* See full Document Page 171



منظر مسائي للرصيف الجنوبي - ١٣ / ٣ / ١٩٥٨

Night scene of the South Pier

مشروع استغلال الغاز في الكويت

خطاب من وزير النفط بتاريخ ١٠ يناير ١٩٧٦ موجه إلى رئيس مجلس إدارة شركة نفط الكويت يوضح فيه إنجاز مشروع استغلال الغاز في الكويت وإحالة كافة صلاحياته إلى شركة نفط الكويت المسؤولة أمام وزير النفط .

* أنظر النص الكامل للمستند صفحة ١٧٢

Document (20)

Investment of Gas in Kuwait

Letter from the Minister of Oil on January 10, 1976 addressed to the Chairman of Kuwait Oil Co., specifying the completion of the project of gas investment in Kuwait and transfer of all his capacities to Kuwait Oil Co., liable before the Minister of Oil.

* See full Document Page 172



عملية تمديد أنابيب النفط

Operation of connecting oil pipe line

الرد على سؤال العضو سعد طامي

إفادة الوزارة كتابيا لمجلس الأمة بتاريخ ١١ يناير ١٩٧٦ ، وذلك للرد على سؤال السيد العضو سعد طامي عن «الأسباب التي تدعو لعدم تطبيق نظام التقاعد على العاملين الكويتيين في شركة الزيت الأمريكية المستقلة ، والرد أيضا على سؤالين له ، أحدهما يتعلق بشركة البترول الوطنية الكويتية بتاريخ ٢٠ مارس ١٩٧٦ ، والآخر خاص بتعيين الكوادر في شركة نفط الكويت ، حوّل الوزير للشركة بتاريخ ٥ إبريل ١٩٧٦ للرد عليه .

* أنظر النص الكامل للمستند صفحة ١٧٣ - ١٧٥

Document (21)

Reply to the Question of the M.P. Saad Tami

Written declaration of the Ministry to the National Assembly on January 11, 1976 to reply to the question of the member Saad Tami, for the reasons of not applying the retirement system on the Kuwaiti employees at the Independent American Oil Co. and to reply also to two questions, one of which is concerning Kuwait National Petroleum Co. dated March 20, 1976 and the other concerning the appointment of personnel at Kuwait Oil Co.. The Minister transferred it to the company on April 5, 1976 for reply.

* See full Document Page 173 - 175



المستند رقم (٢٢)

إنتاج فيلم إعلامي

طلب بتاريخ ١٣ يناير ١٩٧٦ لتزويد تلفزيون الكويت بصور وبيانات عن شركة نفط الكويت لإنتاج فيلم إعلامي بعنوان «أضواء على الكويت».

* أنظر النص الكامل للمستند صفحة ١٧٦

Document (22)

Production of a Media Movie

Claim dated January 13, 1976 to provide Kuwait Television with photos and data concerning Kuwait Oil Co. for the production of a media movie called "Lights on Kuwait".

* See full Document Page 176



منظر مسائي لميناء الأحمدى - أبريل ١٩٥٦
Night scene at Mina Al-Ahmadi - April 1956

مشروع قانون خاص بشركة صناعة الكيماويات البترولية

تقديم مشروع قانون بشأن «أيلولة أسهم القطاع الخاص في رأس مال شركة صناعة الكيماويات البترولية إلى الدولة» - من وزارة النفط بتاريخ ١٧ يناير ١٩٧٦ - وعرضه على مجلس الوزراء استنادا على قراره المؤرخ في ١١ يناير ١٩٧٦ ، ومن ثم على مجلس الأمة ، والذي أصبح حيز التنفيذ فيما بعد .

* أنظر النص الكامل للمستند صفحة ١٧٧ - ١٧٩

Document (23)

Draft of Law concerning Petrochemicals Industry Co.

Submitting a draft law concerning the transfer of ownership of the private sector shares in the capital of Petrochemicals Industry Co. to the State from the Ministry of Oil dated January 17, 1976 and showing it to the Council of Ministers, according to its Resolution dated January 11, 1976 then the National Assembly, which became under execution later.

* See full Document Page 177 - 179



اقترح اجتماع لمزيد من المباحثات

اقترح كويتي بموعد للاجتماع والتباحث مع شركة الزيت الأمريكية المستقلة في دولة الكويت بتاريخ ٢٥ يناير ١٩٧٦ .

* أنظر النص الكامل للمستند صفحة ١٨٠ - ١٨٢

Document (24)

Suggestion of a Meeting for further Discussions

A Kuwaiti suggestion for a date of meeting and discussion with the Independent American Oil Co. at the State of Kuwait, on January 25, 1976.

* See full Document Page 180 - 182



زيارة الشيخ صباح السالم الصباح إلى شركة بي.بي. للتكرير - يونيو ١٩٥٨
A visit of Sheikh Sabah Al-Salem Al-Sabah to a B.P. Refinery - June 1958

توحيد عمليات تسويق المنتجات البترولية محليا في الكويت

موافقة رسمية من وزير النفط بتاريخ ١٠ فبراير ١٩٧٦ ردا على طلب شركة البترول الوطنية الكويتية بتاريخ ٣٠ ديسمبر ١٩٧٥ بتوحيد عمليات تسويق المنتجات البترولية محليا في الكويت .

* أنظر النص الكامل للمستند صفحة ١٨٣

Document (25)

Unification of the Marketing Operations of Petroleum Products Locally in Kuwait

Official consent of the Minister of Oil on February 10, 1976 as a reply to the claim of Kuwait National Petroleum Co. on December 30, 1975 for the unification of the marketing operations of petroleum products locally in Kuwait.

* See full Document Page 183



التعاون في مجال الصناعة النفطية

ردود على الرسائل التي وجهها وزير النفط الكويتي إلى نظرائه في أقطار الخليج العربي حول التنسيق والتعاون في مجالات تصنيع النفط ومشتقاته .

* أنظر النص الكامل للمستند صفحة ١٨٤ - ١٨٩

Document (26)

Cooperation in the Oil Industry Field

Replies to the letters addressed by the Kuwaiti Minister of Oil to his counterparts in the Arab Gulf concerning the coordination and cooperation in the manufacturing fields of oil and its derivatives.

* See full Document Page 184 - 189



قارب شركة نفط الكويت راسياً في ميناء الاحمدي - مارس ١٩٥٨

The boat of Kuwait Oil Company is anchored at Mina Al-Ahmadi - March 1958

التعاون بين أقطار الخليج العربي

كتاب إحاطه من وزير النفط إلى سعادة وزير الخارجية آنذاك صاحب السمو أمير البلاد الشيخ صباح الأحمد الجابر الصباح بتاريخ ٦ مارس ١٩٧٦ يتعلق بعدة خطابات أرسلها وزير النفط بتاريخ ١٧ يناير ١٩٧٦ إلى كل من وزراء النفط والمالية والصناعة في أقطار الخليج العربي ، بشأن التعاون والتنسيق في المجالات النفطية (مرفق نسخ عنها). في السابق كان يطلق عليها أقطار الخليج العربي ، وتضم العراق قبل إنشاء مجلس التعاون لدول الخليج الست عام ١٩٨٠ بمبادرة من سمو أمير البلاد ، رحمه الله ، وبالتشاور مع إخوته قادة وحكام دول المجلس .

* أنظر النص الكامل للمستند صفحة ١٩٠



عملية حفر الموقع الخاص بشركة نفط الكويت

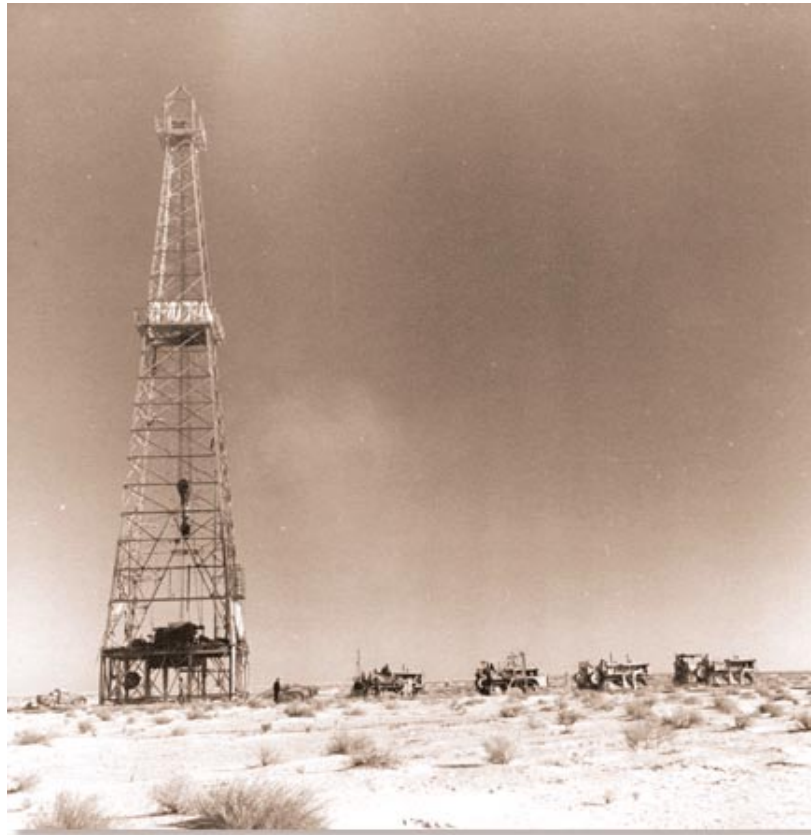
Drilling a KOC site

Document (27)

Cooperation among the Arabian Gulf States

A letter of advice from the Minister of Oil to the Minister of Foreign Affairs, by the time, His Excellency the Amir of the country, Sheikh Sabah Al-Ahmad Al-Jaber Al-Sabah, dated March 6, 1976 concerning several letters sent by the Minister of Oil on January 17, 1976 to the Ministers of Oil, Finance and Industry at the territories of the Arab Gulf, concerning the cooperation and coordination in the oil fields (a copy thereof is enclosed). They were called earlier, territories of the Arab Gulf, including Iraq before the creation of the Cooperation Council for the six Gulf countries in 1980 with an initiative by the Amir of the Country, and in coordination with his brothers, leaders and governors of the Council countries.

* See full Document Page 190



احد أبراج الحفر التابعة لشركة نفط الكويت المحدودة

A drilling tower belongs to KOC Limited

دعوة لحضور اجتماع حملة أسهم شركة الزيت العربية

تعيين الشيخ علي خليفة الصباح الذي يعمل في وزارة النفط (تسلم حقيبة وزارة النفط فيما بعد) كمفوض عن حكومة دولة الكويت لحضور الاجتماع السنوي الثامن عشر لحملة أسهم شركة الزيت العربية المحدودة في اليابان، وتخويله التصويت عنها، وذلك وفق كتاب من الوزير إلى السيد تاكيو سويري ممثل شركة الزيت العربية المحدودة بتاريخ ٧ مارس ١٩٧٦ .

* أنظر النص الكامل للمستند صفحة ١٩١ - ١٩٢

Document (28)

Invitation to Attend the Meeting of the Shareholders in Arabian Oil Co.

Appointment of Sheikh Ali Khalifah Al-Sabah working at the Ministry of Oil (he received the portfolio of the Ministry of Oil later) as the commissioner of the State of Kuwait to attend the eighteenth annual meeting for the shareholders of Arabian Oil Co. Ltd. in Japan, and his authorization to vote on its behalf, according to the letter of the Minister to Mr. Takco Soiri, representative of the Arabian Oil Co. Ltd. on March 7, 1976.

* See full Document Page 191 - 192



زيارة قسم البيولوجيا في جامعة الكويت الى مقر الشركة

كتاب موجه إلى رئيس مجلس إدارة شركة نفط الكويت من وزير النفط بتاريخ ٢٧ مارس ١٩٧٦ ، يبدى فيه اهتمامه بزيارة طلاب قسم البيولوجيا في جامعة الكويت ، وعددهم ٢٦ طالبا ، لبعض الدوائر في الشركة ، سائلا المعنيين تنظيم الزيارة وتسهيل مهمة الزائرين .

* انظر النص الكامل للمستند صفحة ١٩٣

Document (29)

A Visit of the Biology Section at Kuwait University to the Company's Headquarter

A letter addressed to the Chairman of Kuwait Oil Co. from the Minister of Oil on March 27, 1976, stating his interest in the visit of 26 students of the Biology Section at Kuwait University to several departments at the company, asking the concerned persons to organize the visit and facilitate the tasks of the visitors.

* See full Document Page 193

الإجابة عن سؤال العضو خلف العتيبي

الإجابة عن سؤال السيد العضو خلف العتيبي بشأن عدد الموظفين الكويتيين في الوزارة وشهاداتهم بتاريخ ٢٨ مارس ١٩٧٦ .

* أنظر النص الكامل للمستند صفحة ١٩٤

Document (30)

Reply to the Question by M.P. Khalaf Al-Otaibi

Reply to the question of the member, Khalaf Al-Atibi, concerning the number of Kuwaiti employees at the Ministry and their certificates on March 28, 1976.

* See full Document Page 194



إحدى الناقلات النفطية تشق عباب البحر في طريقها إلى الموانئ العالمية

An Oil carrier sails to international ports

Khalaf Al-Otaibi

سؤال العضو سالم خالد المرزوق

الرد على سؤال بتاريخ ٢١ ابريل ١٩٧٦ مقدم من عضو مجلس الأمة السيد سالم خالد المرزوق عن الاحتياطي النفطي في دولة الكويت حتى تاريخه، ولكن يتعذر إرفاق الاجابة لما للموضوع من طابع سري للغاية.

* أنظر النص الكامل للمستند صفحة ١٩٥ - ١٩٦

Document (31)

Question by M.P. Salem Khaled Al-Marzooq

Reply to a question on April 21, 1976 submitted by a member of the National Assembly, Mr. Salem Khaled Al-Marzooq, concerning the oil reserve in the State of Kuwait until present. The reply could not be enclosed as it is very confidential.

* See full Document Page 195 - 196



منطقة المصافي النفطية وتحتوي على خزانات النفط المتمركزة في ميناء الأحمدية

Oil refineries area comprises oil tankers centralized in Mina Al-Ahmadi

إفادة مالية

إفادة مكتوبة من وزير النفط إلى رئيس مجلس إدارة نفط الكويت بتحويل مبلغ عشرة آلاف دينار كويتي لحساب الشركتين جلف وبي بي ، وذلك بتاريخ ٢١ ابريل ١٩٧٦ عن حصتهما في رأسمال شركة نفط الكويت . ونرى ، عندما يوجه كتاب إلى شركة نفط الكويت ، ان توضع المنطقة (الأحمدي) التي تقع فيها الشركة تحديدا .

* أنظر النص الكامل للمستند صفحة ١٩٧

Document (32)

Financial Notice

A notice written by the Minister of Oil to the Chairman of Kuwait Oil Co. for the transfer of KD ten thousand to the account of Gulf Co. and B.P. Co., on April 21, 1976, for their shares in the capital of Kuwait Oil Co.. We deem, when a letter is addressed to Kuwait Oil Co., to state the area (Al-Ahmadi) in which the company is specifically located.

* See full Document Page 197



معلومات حول التنظيمات الادارية والقانونية
في الشركات النفطية في الكويت

الرد على كتاب وزير التنمية والصناعة البحريني الموجه إلى وزير النفط الكويتي حول طلب تزويد الوزير البحريني بالتنظيمات والقواعد المعمول بها والمتعلقة برواتب وعلاوات وحقوق الموظفين لدى شركة نفط الكويت وشركة البترول الوطنية الكويتية وشركة صناعة الكيماويات البترولية .

وجاء الرد من الوزير الكاظمي بتاريخ ٢٩/٤/١٩٧٦ .

* أنظر النص الكامل للمستند صفحة ١٩٨

Document (33)

**Informations concerning the Administrative and
Legal Arrangements in the Oil Companies in Kuwait**

Reply to the letter of the Bahraini Minister of Development and Industry addressed to the Kuwaiti Minister of Oil concerning the claim of provision of the Bahraini Minister with the arrangements and rules in force concerning the salaries, commissions and rights of the employees of Kuwait Oil Co., Kuwait National Petroleum Co. and Petrochemicals Industry Co.

The Minister, Al-Kazemi, replied on 29.04.1976.

* See full Document Page 198

مصنع زيوت التشحيم المستعملة في الصناعة

خطاب آخر بتاريخ الأول من مايو لسنة ١٩٧٦ موجه من وزير النفط إلى رئيس مجلس إدارة شركة صناعة الكيماويات البترولية بشأن أنواع الزيوت التي تستعملها الشركة ، وذلك لإدراجها ضمن برامج الإنتاج المعدة لمصنع شركة البترول الوطنية الكويتية لمزج الزيوت . وفي بداية عام ١٩٧٨ بدأت شركة البترول الوطنية الكويتية بإنتاج زيوت التشحيم لمختلف وسائل النقل في الكويت وغيرها من المصانع حتى يومنا هذا .

* أنظر النص الكامل للمستند صفحة ١٩٩

Document (34)

Factory of Greasing Oils used in Industry

Another letter dated May 1, 1976 addressed by the Minister of Oil to the Chairman of Petrochemicals Industry Co. concerning the types of oils used by the company, to be enlisted in the production programs prepared for Kuwait National Petroleum Co. to mix oils. In the beginning of 1978, Kuwait National Petroleum Co. started the production of greasing oils for the various transport means in Kuwait and other factories until present.

* See full Document Page 199

توريد الأسمدة الكيماوية للسودان

كتاب من وزير النفط إلى رئيس مجلس إدارة شركة صناعة الكيماويات البترولية يفيد بموافقة الوزارة على الاتفاق بين الشركة والوزارة السودانية حول ما يودون شراؤه من الأسمدة الكيماوية الكويتية ، وذلك بتاريخ ١٨ مايو ١٩٧٦ .

* أنظر النص الكامل للمستند صفحة ٢٠٠

Document (35)

Supply of Chemical Fertilizers to Sudan

A letter from the Minister of Oil to the Chairman of Petrochemicals Industry Co. stating the approval of the Ministry upon the agreement between the company and the Sudanese Ministry concerning the Kuwaiti chemical fertilizers to be purchased, sent on May 18, 1976.

* See full Document Page 200

نفي خبر في صحيفة الوطن

كتاب موجه من وزير النفط بالنيابة إلى جريدة الوطن الكويتية بتاريخ ٢٧ مايو ١٩٧٦ لنفي خبر نشرته الجريدة بتاريخ ٢٦ مايو يتعلق بعقد صفقة نفطية مؤجلة الدفع لمدة تصل لسنتين مع شركة أمريكية .

* أنظر النص الكامل للمستند صفحة ٢٠١

Document (36)

Refutation of a News at Al-Watan Newspaper

A letter addressed by the Deputy Minister of Oil to Al-Watan Kuwaiti newspaper on May 27, 1976 to refute some news published by the newspaper on May 26 concerning the conclusion of a post-paid oil transaction for a period of two years with an American company.

* See full Document Page 201



الناقلات تحمل النفط في ميناء الأحمدى - يناير ١٩٥٦

Tankers alongside the jetty at Mina Al-Ahmadi - January 1956

مخصصات مكافأة نهاية الخدمة

خطاب موجه من وزير النفط إلى العضو المنتدب في شركة نفط الكويت بتاريخ ٧ يونيو ١٩٧٦ وهو خاص بمكافأة نهاية الخدمة لكل من شركة بي بي وشركة جلف . وهنا تجدر الإشارة إلى أن هذا الكتاب يتصل بمرحلة «التأميم» وانتهاء مرحلة الامتياز الموقعة عام ١٩٣٤ .

* أنظر النص الكامل للمستند صفحة ٢٠٢

Document (37)

Allocations of End-of-service Benefit

A letter addressed by the Minister of Oil to the Managing Director of Kuwait Oil Co. on June 7, 1976 concerning the end-of-service benefit of B.P. Co. and Gulf Co.. We should indicate that this letter is related to the nationalization phase and the completion of the privilege phase signed in 1934.

* See full Document Page 202

التوقيع الرسمي لسمو الأمير الراحل الشيخ عبدالله السالم الصباح ١٩٦٣

The official signature of His Highness the late Sheikh Abdullah Al-Salem Al-Sabah 1963

صفقة نفطية

رسالة مؤرخة في ٢٣ يونيو ١٩٧٦ إلى وزير النفط والثروة المعدنية السوري من وزير النفط الكويتي تتعلق بصفقة نفطية مقدارها ١,٢٥٠ مليون طن متري من النفط الكويتي على أن يكون اتفاق التسوية والتسهيلات مع وزارة الخارجية .

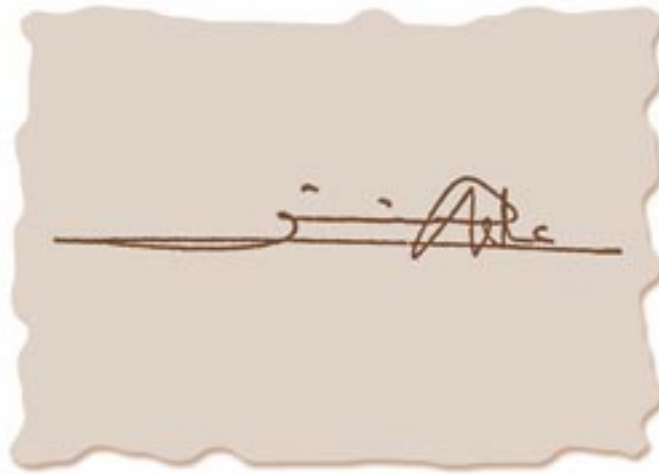
* أنظر النص الكامل للمستند صفحة ٢٠٣

Document (38)

Oil Transaction

A letter dated June 23, 1976 to the Minister of Oil and Metallic Wealth in Syria from the Kuwaiti Minister of Oil concerning an oil transaction of 1.250 million metric tons of Kuwaiti oil, provided that there will be a settlement and recommendations agreement with the Ministry of Foreign Affairs.

* See full Document Page 203



التوقيع الرسمي لوزير النفط الأسبق السيد / عبدالرحمن سالم العتيقي ١٩٧٦

The official signature of the previous Minister of Oil Mr. Abdullrahman Salem Al-Ateeqi 1976

سؤال العضو عبدالله النيباري

رد وزير النفط على سؤال السيد العضو عبدالله النيباري بخصوص مسألة «الاستقالات» في شركة البترول الوطنية الكويتية بتاريخ ٢٤ يونيو ١٩٧٦ .

* أنظر النص الكامل للمستند صفحة ٢٠٤

Document (39)

Question of the M.P. Abdullah Al-Nibari

Reply of the Minister of Oil to the question of the member, Abdullah Al-Nibari, concerning the matter of ?resignations? at Kuwait National Petroleum Co. on June 24, 1976.

* See full Document Page 204



التوقيع الرسمي لوزير النفط الأسبق السيد / عبدالمطلب عبدالحسين الكازمي ١٩٧٦

The official signature of the previous Minister of Oil Mr. Abdul Mottaleb Abdulhussain Al-Kazmi 1976

مشروع إنتاج الكوك البترولي

نسخه من مشروع «إنتاج الكوك البترولي» الذي قدمته شركة الكويت للكوك البترولي وهي كانت آنذاك شركة كويتية مساهمة تحت التأسيس ، وقد بعثته إلى وزارة النفط لدراسة الجدوى الاقتصادية منه بتاريخ الأول من يوليو ١٩٧٨ .

* أنظر النص الكامل للمستند صفحة ٢٠٥ - ٢١٢

Document (40)

Project of Petroleum Coke Production

A copy of the project of Production of Petroleum Coke submitted by Kuwait Petroleum Coke Co., being by then a Kuwaiti shareholding company under association, sent to the Ministry of Oil for the economic feasibility study on July 1, 1978.

* See full Document Page 205 - 212

التوقيع الرسمي للشيخ عبدالعزيز بن خليفة آل ثاني، وزير المالية والبترول القطري السابق ١٩٧٦

The official signature of Sheikh Abdulaziz Bin Khalefah Al-Thany, previous Qatari Minister of Finance and Petrol 1976

مذكرة حسابات مالية لشركة الزيت العربية

مذكرة بمساهمة شركة الزيت العربية المحدودة - اليابان لمعهد الكويت للأبحاث العلمية بتاريخ ٣ أكتوبر ١٩٧٨ متضمنة الحسابات المالية للشركة من ١٩٦٣ - ١٩٧٨ .

* أنظر النص الكامل للمستند صفحة ٢١٣ - ٢١٦

Document (41)

Memorandum of Arabian Oil Company's Financial Accounts

A memorandum for the contribution of Arab Oil Co. Ltd. - Japan to Kuwait Institute for Scientific Research on October 2, 1978 including the financial accounts of the company from 1962 to 1978.

* See full Document Page 213 - 216



فريق من مهندسي شركة الزيت العربية اليابانية يتفقد موقعا نفطيا في الخفجي - ١٩٦٠

A team of engineers from Arabian Oil Company inspects an oil field in Khafji - 1960



تحميل النفط الكويتي على مَن ناقلَة تابعة لبرنتش بتروليوم

Loading a BP Carrier with Kuwaiti Oil

عقد التأسيس لشركة نفط الوفرة الكويتية

يوضح العقد الخاص بشركة نفط الوفرة الأسس والنظم وطبيعة عمل الشركة ومقرها ميناء عبدالله في دولة الكويت .
وقد بلغ رأس مال الشركة مليون دينار كويتي موزع على مليون سهم .

* أنظر النص الكامل للمستند صفحة ٢١٩ - ٢٢١

Document (42)

Al-Wafra Kuwait Oil Company Association Contract

The memorandum of association of Al-Wafra Oil Co. clarifies the basis, systems and nature of the work of the company, headquartered at Mina Abdullah in the State of Kuwait. The capital of the company amounted to one million KD distributed on one million shares.

* See full Document Page 219 - 221



تحميل النفط من رصيف ميناء الأحمدية - ٣٠ أبريل ١٩٥٦

Loading oil from Mina Al-Ahmadi Pier - 30 April 1956

عقد تأسيس شركة نفط الكويت

يمثل هذا العقد تأسيس شركة نفط الكويت كشركة مساهمة كويتية والمؤرخ بالثاني والعشرين من ديسمبر عام ١٩٧٤ . وقد وقع على عقد التأسيس كل من حكومة دولة الكويت متمثلة بوزير المالية والنفط عبدالرحمن العتيقي ، وشركة بي بي (كويت) المحدودة ومثلها السيد جي دبليو آر ستكليف ، وأخيرا شركة جلف كويت ومثلها آنذاك السيد أم آر جي وايلي . وتضمن العقد بيانات توضيحية متعلقة باسم وموقع الشركة ، وبيّن صلاحياتها وطبيعة عملها والغرض من إنشائها ، بالإضافة إلى توضيح البنود المالية وعلاقة المساهمين بتمويل مشاريع الشركة . يذكر أن تكلفة تأسيس الشركة بلغت خمسين ألف دينار كويتي .

* أنظر النص الكامل للمستند صفحة ٢٢٠ - ٢٢٦



وفد بريطاني في زيارة لشركة نفط الكويت

British delegation visiting KOC

Document (43)

Kuwait Oil Company Association Contract

This contract represents the association of Kuwait Oil Co. as a Kuwaiti shareholding company, dated December 22nd, 1974. This memorandum of association was signed by the government of the State of Kuwait, represented by the Minister of Finance and Oil, Abdul Rahman Al-Atiqi, B.P. Co. (Kuwait) Ltd., represented by Mr. J.W.R. Sutcliffe and finally, Gulf Kuwait Co., represented by M.R.G. Wyllie. The memorandum included clarification data concerning the name and location of the company, stated its capacities, nature of the work and purpose of association, in addition to the clarification of financial articles and the relationship of the shareholders to the financing of the company's projects.

It mentions that the cost of association of the company amounted to fifty thousand KD.

* See full Document Page 222 - 228



ايصال الانابيب النفطية إلى مواقع الحقول - ٣١ ديسمبر ١٩٥٢

Arrival of oil pipes to the fields site on 31 December 1952

الاتفاقيات

Agreements



مجلس قضاة
الشيخ محمد بن عبد الله بن محمد
مجلس قضاة مدينة قزوين
الموضوع: التبرع بـ "مسجد" في
مدينة قزوين، المذكور في
وثيقة تاريخية من سنة 1111
هـ. (تاريخ قزوين، ج 1، ص 111)
مجلس قضاة مدينة قزوين
مجلس قضاة مدينة قزوين
1111 هـ



وثيقة تاريخية حول دول الخليج العربي والمناطق المحيطة به

تمثل هذه الاتفاقية إعلاناً رسمياً من قبل الحكومتين البريطانية والعثمانية في تركيا لسيادة دولة الكويت جغرافياً، كما توضح حدودها مع جيرانها العرب، وتبين امتداد حدودها البحرية في الخليج العربي.

وقد وقع هذا الحدث المهم بتاريخ ٢٩/٧/١٩١٣ في المملكة المتحدة بوجود العديد من الأطراف المجاورة لدولة الكويت. وقد نصت الاتفاقية على اعتراف الدولة العثمانية بالكويت كإمارة ذات كيان مستقل عنها، واحترام سيادة دولة الكويت التي يحكمها «الشيخ»، وعلى عدم تدخل أي دولة في شؤونها الداخلية.

كما أصبح من حق الكويت رفع علم خاص يحمل اسمها، وتم ترسيم الحدود على شكل شبه دائرة. وبناء عليه باتت القبائل المقيمة ضمن نطاق الحدود الجديدة تابعة لحكومة دولة الكويت. وكانت الحكومة العثمانية تنوي مد خط السكة الحديدية من البصرة في العراق وصولاً إلى الخليج العربي خلال الأراضي الكويتية، لكنها بعد هذا الإعلان أصبح لزاماً على الدولة العثمانية الاتفاق مع الكويت فيما يخص الخط وامتداده، وافتتاح مكاتب الجمارك والمخازن أو أي منشأة مرتبطة بمد السكة.

ويحظر الاتفاق، على الدول المجاورة، نفي أو تهريب المجرمين، من وإلى دولة الكويت.

* أنظر النص الكامل للمستند صفحة ٢٣١ - ٢٧٠



منظر جوي لأحد الآبار النفطية في الكويت وقد اخترقت الشعلة عنان السماء دليلاً على خروج الغاز من البئر

Aerial view of one of the oil wells in Kuwait. The flame broke through the sky thus indicating that gas is coming out from the well

Document (44)

Historical Document on the Arabian Gulf and Surrounding Areas

This agreement represents an official declaration by the British and Ottoman governments in Turkey for the geographical sovereignty of the State of Kuwait. It also states its borders with its Arab neighbors and the extension of its marine limits in the Arabian Gulf.

This important event occurred on 29/07/1913 at the United Kingdom in the presence of several surrounding parties to the State of Kuwait. The agreement stipulated the acknowledgment of the Ottoman State that Kuwait is an Emirate with an independent entity, the respect of the sovereignty of the State of Kuwait governed by the Sheikh and the non-interference of any State in its internal affairs.

Kuwait obtained the right to raise a flag of its own and the borders were settled in a semi-circle. Accordingly, the tribes residing within the new borders became subject to the government of the State of Kuwait. The Ottoman government intended to extend the railway from Al-Basra to Iraq reaching the Arabian Gulf within the Kuwaiti territories. However, after this declaration, the Ottoman government was obliged to agree with Kuwait upon the extension of the railway and the opening of the customs offices and warehouses or any installation related to this railway. The surrounding countries shall not exile or let escape criminals from and to the State of Kuwait.

* See full Document Page 231 - 270



فنيان بريطانيان يتفقدان أحد المواقع النفطية

Two British technicians inspecting one of the oil fields

امتياز للحفر والتنقيب

تصور مبدئي لاتفاقية استثمار البترول الكويتي ، طرحه السيد مايجور هولمز عضو مجلس الإدارة في لندن ، وذلك بعد استشارة السيد عبدالله ملا صلاح مستشار شيخ الكويت لشؤون الدولة .

وقد عرضت نصوص هذه الاتفاقية على صاحب السمو المغفور له الشيخ أحمد الجابر الصباح خلال الفترة من ١٥ يوليو - ١١ أغسطس ١٩٢٨ لبحثها ودراستها قبل اعتمادها بشكل نهائي ، بحيث يحق للشركة ، بموجبها ، القيام بأعمال الحفر والتنقيب والكشف عن النفط ضمن جميع الأراضي التابعة لسلطة شيخ الكويت مدة ٧٠ عاما .

* أنظر النص الكامل للمستند صفحة ٢٧١ - ٢٨١

Document (45)

Excavation & Drilling Concession

Primary conception of the investment agreement of Kuwaiti petroleum issued by Mr. Major Holmes, member of the Board of Directors in London, after consulting Mr. Abdullah Mulla Saleh, Consultant of the Sheikh of Kuwait for the State Affairs.

The texts of this agreement were shown to His Excellency, the late Sheikh Ahmad Al-Jaber Al-Sabah, from July 15 to August 11, 1928 for research and study before final approval. The company shall have the right, by virtue of the same, to perform oil excavation and drilling works within all the territories subject to the authority of the Sheikh of Kuwait for 70 years.

* See full Document Page 271 - 281

امتياز الشركات النفطية العاملة في دولة الكويت

اتفاقيتان عقدتا في يوم واحد بتاريخ ١٤/١٢/١٩٣٣ ، بين شركة النفط الانجليزي الفارسي المحدودة و كل من شركة نفط الخليج التابعة لسلطة ولاية بنسلفانيا الأمريكية ، وشركة الخليج للاستكشافات الخاضعة لسلطة ولاية ديلاوير الأمريكية أيضا .

ومن خلال هاتين الاتفاقيتين وضعت شركة النفط الإنجليزي الفارسي بعض القوانين والبنود التي تحمي مصالحها الاقتصادية والسياسية في المنطقة ، خاصة أن الشركتين الأمريكيتين ستعملان في مناطق الامتياز التابعة لها في الخليج الفارسي .

* أنظر النص الكامل للمستند صفحة ٢٨٢ - ٢٩١

Document (46)

Concession of Oil Companies Operating in the State of Kuwait

Two agreements were held on one day, 14/12/1933, between the Anglo - Persian Oil Co. Ltd. and Gulf Oil Co. under the authority of Pennsylvania and Gulf Explorations Co. subject to the authority of Delaware too.

Through both these agreements, the English Persian Oil Co. set several rules and articles protecting its economic and political benefits in the region, particularly that the two American companies will operate in its concession areas at the Persian Gulf.

* See full Document Page 282 - 291

امتياز شركة نفط الكويت المحدودة

وقعت هذه الاتفاقية بتاريخ ١٩٣٤/٣/٥ ، أي قبيل ما يقارب تسعة أشهر من توقيع اتفاقية استثمار البترول بين شيخ الكويت المغفور له أحمد الجابر الصباح وشركة نفط الكويت المحدودة التي عقدت لاحقاً في ١٩٣٤/١٢/٢٣ .

تسمى هذه الاتفاقية «الاتفاقية المتعلقة بامتياز نفط الكويت» ، وبموجب هذه الاتفاقية تعلن الحكومة البريطانية عن امتلاكها لجميع المنشآت النفطية الحالية واللاحقة والحقوق المتصلة بتأسيس شركة نفط الكويت المحدودة ، بدءاً من استكشاف النفط وانتهاء بتصديره .

كما تخول الاتفاقية الحكومة البريطانية الإشراف على عمليات الحفر والتنقيب ، ومتابعة عمليات الحفر والتنقيب عن النفط في الكويت أولاً بأول ، وتحديد كميات النفط المنتجة والمصدرة ، بالإضافة إلى خضوع الإجراءات الإدارية لموافقتها ومراقبتها عند اختيار الموظفين الجدد ووضع المعايير المناسبة لتعيينهم في الشركة .

ومن جانب آخر ، توضح الاتفاقية ، التي وقع عليها السير لويس جيمز كيرشو بالنيابة عن حكومة صاحب الجلالة حاكم المملكة المتحدة ، الالتزامات والواجبات المترتبة على حكومة دولة الكويت عقب هذا التوقيع والذي يتضمن موافقة دولة الكويت على جميع ما ذكر في الاتفاقية والالتزام بتنفيذ جميع بنودها .

* أنظر النص الكامل للمستند صفحة ٢٩٢ - ٢٩٥



التوقيع الرسمي لعضو مجلس إدارة شركة خليج الكويت، السيد / أم. آل. رالستون ١٩٧٤

The official signature of the Board Member of the Gulf Kuwait Company, Mr. M. L. Ralston 1974



Document (47)

Kuwait Oil Co. Concession

This agreement was signed on 05/03/1943, i.e. around nine months before signing the agreement of investment of petroleum between the late Sheikh of Kuwait, Ahmad Al-Jaber Al-Sabah and Kuwait Oil Co. Ltd., concluded later on 23/12/1934.

This agreement is called “Agreement concerning the Kuwait Oil Concession”, by virtue of which the British government declares its possession of all current and subsequent oil installations and its rights related to the association of Kuwait Oil Co. Ltd. beginning with the exploration of the oil and completion of the export thereof.

The agreement allows the British government to supervise the excavation and drilling operations, the follow-up of oil excavation and drilling operations in Kuwait and the specification of the quantities of produced and exported oil, in addition to the administrative procedures subject to its approval and control upon choosing the new employees and setting the convenient standards to be appointed at the company.

From another side, the agreement signed by Sir Louis James Kershaw, on behalf of the government of the United Kingdom, clarifies the obligations entailed from the government of the State of Kuwait after this signature including the approval of the State of Kuwait upon all that is mentioned in the agreement, observing the performance of all articles thereof.

* See full Document Page 292 - 295



التوقيع الرسمي لوزير البترول والثروة المعدنية الإماراتي، السيد / مانع سعيد العتيبة ١٩٧٦

The official signature of the UAE Minister of Petrol and Mineral Resources, Mr. Mane Saeed Al-Otaiba 1976

خدمات الشركات

أبرمت هذه الاتفاقية في الثامن من ديسمبر عام ١٩٥١ بين شركة نفط الكويت المحدودة (داركو) كطرف أول ، وشركة جلف كويت الأمريكية (جلكو) كطرف ثان ، وشركة نفط الكويت (لندن) المحدودة (أوبكو) كطرف ثالث . وتنص مذكرة الاتفاقية على موافقة الطرفين الأول والثاني على اقتسام الامتياز بكل حقوقه وميزاته والفوائد التي تجني منه مناصفة بين الشركتين . كما تشير المذكرة إلى تكليف الطرف الثالث (أوبكو) بإدارة عمليات «داركو» و «جلكو» والإشراف عليها ، ومتابعة سير عملها في مناطق الامتياز التابعة لهما .

* أنظر النص الكامل للمستند صفحة ٢٩٦

Document (48)

Companies Services

This agreement was concluded on December 8, 1951 between Kuwait Oil Co. Ltd. (DARKCO) as First Party, Gulf Kuwait Co. (GULKO) as Second Party and Kuwait Oil Co. (London) Ltd. (OPCO) as Third Party.

The memorandum of agreement stipulates the approval of the First and Second Parties upon the division of privilege with all its rights, characteristics and interests entailed therefrom by half between both companies.

The memorandum also indicates the appointment of the Third Party (OPCO) in the management of DARKCO and Gulco operations, the supervision thereof and follow-up of the work process at their privilege areas.

* See full Document Page 296

الضرائب

اتفاقية «خفض الضرائب على الإيرادات» بين أمير الكويت الراحل الشيخ عبدالله السالم الصباح وشركة دارسي الكويت المحدودة (شركة نفط الكويت المحدودة سابقاً) وشركة جلف الكويت .

* أنظر النص الكامل للمستند صفحة ٢٩٧ - ٢٩٨

Document (49)

Taxes

The agreement of “Decrease of Revenues Taxes” between the late Amir of Kuwait, Sheikh Abdullah Al-Salem Al-Sabah, DARCY Kuwait Co. Ltd. (formerly Kuwait Oil Co. Ltd.) and Gulf Kuwait Co.

* See full Document Page 297 - 298

احمد زكي يمانى

التوقيع الرسمي لوزير البترول والثروة المعدنية السعودي، السيد / أحمد زكي يمانى ١٩٧٦

The official signature of the Saudi Minister of Petrol and Mineral Resources, Mr. Ahmed Zaki Yamani 1976

تعديل اتفاقية امتياز ١٩٥١

اتفاقية «الامتياز» المعدلة بتاريخ ٣٠ ديسمبر ١٩٥١ بين شيخ الكويت من جهة، وشركة دارسي الكويت المحدودة، المدعوة بالشركة البريطانية، وشركة جلف الكويت المدعوة بالشركة الأمريكية من جهة ثانية .

* أنظر النص الكامل للمستند صفحة ٢٩٩ - ٣٠١

Document (50)

Amendment of Concession Agreement 1951

The concession agreement amended on December 30, 1951 between the Sheikh of Kuwait from one side, Darsi Kuwait Co. Ltd., called the British company, and Gulf Kuwait Co., called the American company from another side.

* See full Document Page 299 - 301

التوقيع الرسمي لوزير التنمية والصناعة البحريني، السيد/ يوسف أحمد الشيراوي ١٩٧٦

The official signature of the Bahraini Minister of Development & Industry, Mr. Yousuf Ahmed Al-Shirawi 1976

الضرائب والمدفوعات النقدية

مذكرة اتفاقية بين الكويت وشركة زيت الكويت المحدودة بالنيابة عن شركة دارسي الكويتية المحدودة وشركة الخليج الكويتية حول الترتيبات الجديدة للضرائب والمدفوعات النقدية ورسوم البيع وخصميات التقادير والعوائد، وغيرها من ضمان الإنتاج والنصوص الجديدة، ووقعت في بيروت بتاريخ ١٤ مايو ١٩٥٥ بحضور المعتمد السياسي البريطاني .

* أنظر النص الكامل للمستند صفحة ٣٠٢ - ٣٠٨

Document (51)

Taxes and Cash Payments

An agreement memorandum between Kuwait and Kuwait Oil Co. Ltd. on behalf of DARCY Kuwait Co. Ltd. and Gulf Kuwait Co. concerning the new arrangements of taxes, cash payments, sales fees and deductions of evaluations and revenues and other guarantee of production and new texts. It was signed in Beirut on May 14, 1955 in the presence of the British political commissioner.

* See full Document Page 302 - 308



التوقيع الرسمي لوزير الزراعة والأسماك والنفط والمعادن، السيد / سعيد أحمد سعيد الشنفرى ١٩٧٦

The official signature of the Minister of Agriculture, Fish Resources and Oil, Mr. Saeed Ahmed Saeed Al-Shanfari 1976

بيع غاز البترول

اتفاقية بين شركة نفط الكويت وشركة ناقلات النفط الكويتية حول بيع غاز البترول المسال لمدة خمس سنوات تبدأ بتاريخ ١ نوفمبر ١٩٦١ أو قبل ذلك .

* أنظر النص الكامل للمستند صفحة ٣٠٩ - ٣١٣

Document (52)

Sale of Petroleum Gas

Agreement between Kuwait Oil Co. and Kuwait Oil Tankers Co. concerning the sale of liquefied petroleum gas for five years with effect from November 1, 1961 or earlier.

* See full Document Page 309 - 313



الشيخ عبدالله السالم يغادر «بريتانيك هاوس» عقب اجتماعه مع رؤساء مجلس ادارة الشركات النفطية

Sheikh Abdullah Al-Salem leaves Britannic House after his meeting with chairmen of the board of directors of oil companies

Handwritten signature of Sheikh Abdullah Al-Salem

اتفاقية طهران لعام ١٩٧١

نصت الاتفاقية، التي عقدت في طهران عام ١٩٧١ بحضور كل من أبوظبي، إيران، العراق، الكويت، قطر والسعودية، على استمرار صلاحية الاتفاقية المعدلة بين هذه الدول ومنظمة أوبك، تبعاً للنصوص والبنود المتفق عليها سابقاً فيما بينها.

وأكد اللقاء على ضرورة التزام هذه الحكومات ببنود الاتفاقية الموقعة مع أوبك، لا سيما العمليات المتعلقة بالإنتاج والتصدير، والحظر، والشؤون المالية وغيرها.

وصادق وزراء الدول الست الأعضاء في منظمة أوبك، ورؤساء مجلس إدارة الشركات التابعة لهذه الدول على الاتفاقية التي باتت سارية المفعول بدءاً من ١٥/٢/١٩٧١ ولغاية ٣١/١٢/١٩٧٥.

* أنظر النص الكامل للمستند صفحة ٣١٤ - ٣١٩

Document (53)

Tehran Agreement of 1971

The agreement, held in Tehran in 1971, in the presence of Abu Dhabi, Iraq, Iran, Kuwait, Qatar and Saudi Arabia, stipulated the continuity of the capacity of the amended agreement between these States and Opec Organization, according to the texts and articles agreed upon earlier between them.

The meeting confirmed the necessity of observation of these governments to the articles of the agreement signed with Opec, particularly the operations related to production, export, prohibition, financial affairs and others.

The Ministries of the six States-members of Opec Organization and the Chairmen of the companies of these States certified the agreement that became effective from 15/02/1971 to 31/12/1975.

* See full Document Page 301 - 319

استغلال موارد الغاز الطبيعي

صدرت هذه المذكرة بتاريخ ١٩٧٢/١/٨ لتعرب عن حق الدولة بالانتفاع والاحتفاظ بأي كميات مستخرجة من الغاز الطبيعي خلال عمليات استخراج النفط الخام من حقولها التابعة لامتياز شركة بي بي (كويت) المحدودة وشركة جلف كويت الأمريكية، شريطة أن لا يتعارض هذا الحق مع تزويد الشركات باحتياجاتها من الغاز الطبيعي طبقاً للمنصوص عليه في اتفاقية الامتياز وذلك لاستكمال عملياتها المحلية.

وتشير المذكرة إلى ضرورة التزام الشركات بهذا القرار واستشارة حكومة دولة الكويت والحصول على موافقتها قبل الشروع في تخطيط أو إقامة أية منشآت صناعية لتسييل الغاز على أراضيها.

* أنظر النص الكامل للمستند صفحة ٣٢٠

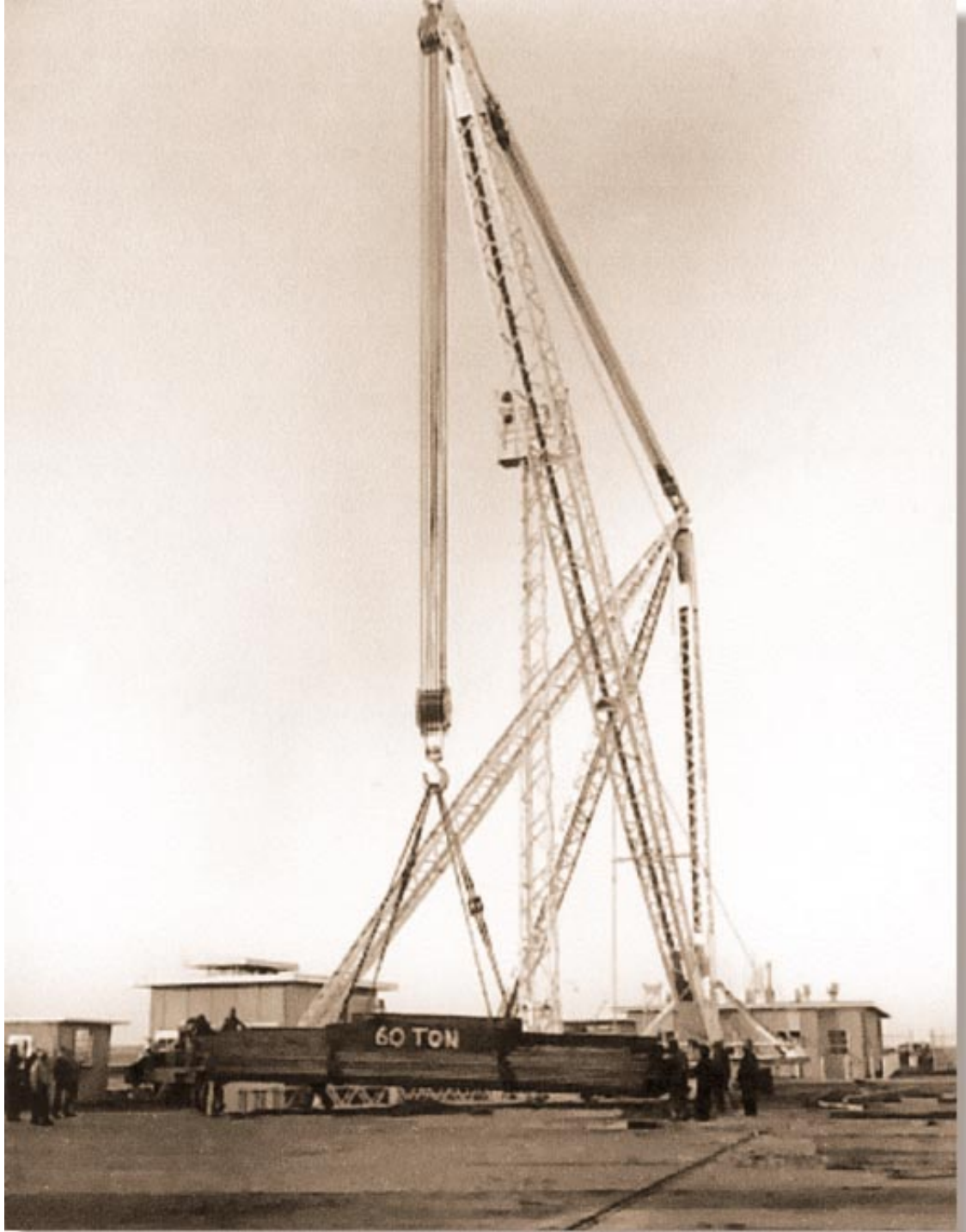
Document (54)

Optaining of Natural Gas Resources

This memorandum was issued on 8/1/1972 to state the right of the State to benefit from and to keep any quantities extracted from natural gas during the crude oil extractions operations from its fields related to the BP Kuwait Company Ltd. And the American Kuwait Gulf Company provided that this right does not conflict with the fact of providing companies with its needs of natural gas according to the stipulated in the distinction agreement in order to complete its national operations.

The memorandum state the necessity that companies observe this resolution and seek for the advice of the government of the State of Kuwait and obtain their approval before commencing planning and establishing any industrial structures to liquidate gas on its territory.

* See full Document Page 320



نقل معدات الحفر إلى موقعها الجديد ١٩٤٥ - ١٩٦٠
Transfer of drilling equipment to their new site 1945-1960

مستندات عامة

General Documents

شهادة قيد في السجل التجاري لدولة البحرين

يشكل هذا المستند مرسوما تجاريا يقضي بتسجيل شركة نفط الكويت المحدودة في سجلات الامتيازات الصناعية والتصميمات والعلاقات التجارية ومقرها دولة البحرين .

وصدر هذا السجل في السابع عشر من مايو لعام ١٩٥٩ ، وبذلك أصبحت شركة نفط الكويت المحدودة علامة تجارية مسجلة متخصصة بتداول وإنتاج بضائع مصنعة من النفط الكويتي كالزفت والقار والمحروقات على مختلف أنواعها، وغيرها من المنتجات الأخرى .

* أنظر النص الكامل للمستند صفحة ٣٢٣ - ٣٢٦



حديقة شركة نفط الكويت

KOC park

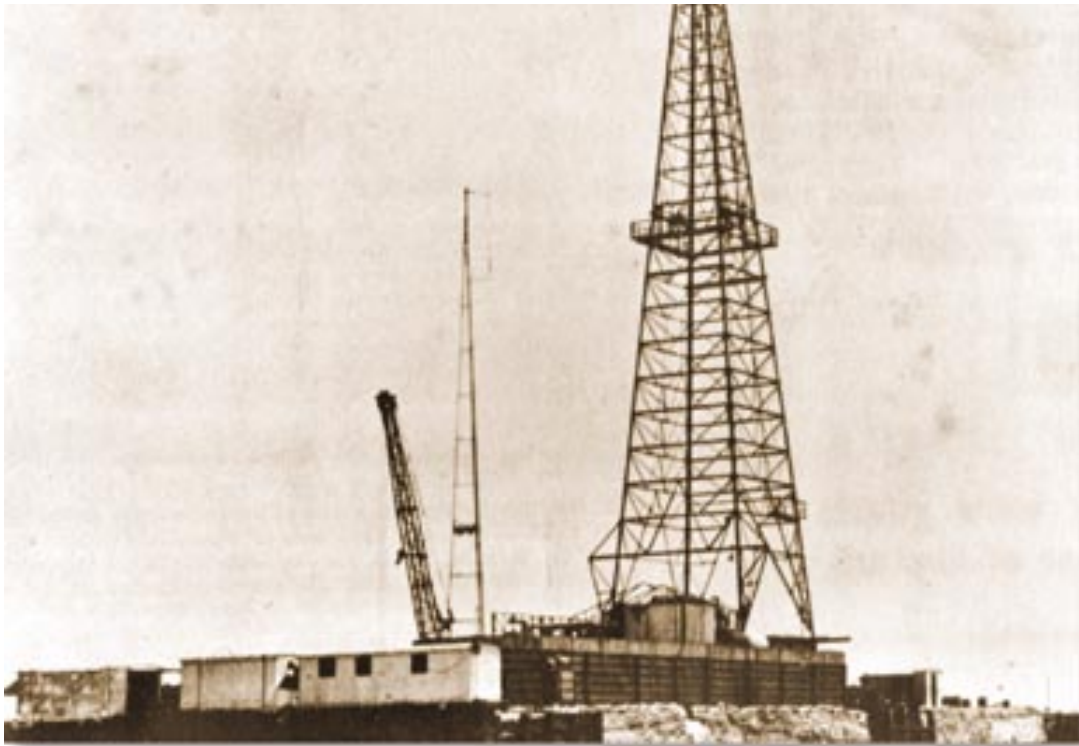
Document (55)

A Registration Certificate in the Commercial Register in the State of Bahrain

This document represents a commercial decree stipulating the registration of the Kuwait Petroleum Company Ltd. in the industrial distinction registers as well as commercial relations and designs. The Company is located in the State of Bahrain.

This register was issued on the 17th of May 1959; thus the Kuwait Oil Company Ltd, became a registered trademark specialized in the circulation and production of goods manufactured of Kuwait oil such as asphalt, tar and combustible of different types as well as other products.

* See full Document Page 321 - 324



أحد أبراج الحفر في الاحمدي

A drilling tower in Al-Ahmadi

تسجيل شركة نفط الكويت المحدودة

يحتوي السجل التجاري رقم ٧٣٨٧ على بيانات خاصة بتسجيل شركة نفط الكويت المحدودة، مع بيان نوع الشركة والغرض من تأسيسها وعنوانها داخل دولة الكويت .

ويوضح السجل أسماء أعضاء مجلس إدارة الشركات المساهمة وأسماء وكلائها المديرين ، وعلى رأسهم موريس ريجارد بريدجمان - عضو مجلس الإدارة آنذاك . أما بالنسبة لشركة نفط الكويت المحدودة فقد حظيت بإدارة كل من ليلا نوتي جوردان وإدوارد بودن .

وقد بلغت تكاليف الشركة عند تأسيسها في الثاني من فبراير عام ١٩٣٤ خمسين ألف جنيه استرليني ، والسجل التجاري مهور بتوقيع مدير عام شركة نفط الكويت المحدودة ، حينها ، إدوارد بودن .

* أنظر النص الكامل للمستند صفحة ٣٢٧ - ٣٢٩

Document (56)

Registration of the Kuwait Oil Company Ltd.

The Commercial Register No. 7387 contains data related to the registration of the Kuwait Oil Company and state the type of the company and the propose of its establishment as well as its address inside the State of Kuwait.

The register clarifies the names of the members of the board of directors of the share holding companies and the names of their managers, presided by Maurice Rigard Bredjman - members of the board of directors at that time. As for the Kuwait Oil Company Ltd., it was managed by each of Leelal Nuti Jordan and Edward Boden.

The cost of the Company reached when it was established on the 2nd of February 1934, Pounds Sterling fifty thousand, and the commercial register is signed by the General Manager of the Kuwait Oil Company who was Edward Buden at that time.

* See full Document Page 327 - 329

تسجيل شركة نفط الكويت المحدودة

٧٣٨٨ هو رقم السجل التجاري لشركة بي بي كويت المحدودة، التي استهلت أعمالها بتاريخ ٢٠ فبراير ١٩٣٤ برأس مال مقداره مائتان وخمسون ألف جنيه استرليني .

وكان أعضاء مجلس الإدارة في الشركات المساهمة ووكلائها المدبرون جميعهم من المملكة المتحدة، كذلك مديرها العام ويدعى إدوارد بودن، وهو من قام بتسجيل الشركة لدى إدارة المالية الكويتية، وصادق على السجل التجاري الذي تم اعتماده في التاسع من ديسمبر لعام ١٩٦١ .

* أنظر النص الكامل للمستند صفحة ٣٣٠ - ٣٣٣

Document (57)

Registration of Kuwait Oil Co. Ltd.

7388 is the number of the Commercial Register of B.P. Kuwait Co. Ltd., which commenced its works on February 20, 1934 with a capital of English Pounds two hundred and fifty thousand.

The members of the Board in the shareholding companies and their agent managers are all from the United Kingdom, as well as its General Manager, Edward Boden, who registered the company at the Kuwaiti Finance Department and certified the Commercial Register approved on December 9, 1961.

* See full Document Page 330 - 333

الخريطة النفطية لدولة الكويت لعام ١٩٦٣

صدرت هذه الخارطة عن وزارة المالية والصناعة - إدارة شؤون النفط العامة، حيث قام السيد محمود العدساني بالتصديق عليها واعتمادها في الثامن عشر من أغسطس عام ١٩٦٣، ويتصف الرسم بكونه خريطة موقعية لدولة الكويت والمنطقة المحايدة، وهو يمثل الامتياز للشركات الخمس العاملة في الكويت حينها، بالإضافة إلى أنه يبين مواقع الحقول والمنشآت النفطية التابعة لكل شركة، والأراضي المتخلى عنها من قبل شركة نفط الكويت عام ١٩٦٢.

والشركات الموضحة في الخارطة هي: شركة نفط الكويت المحدودة، شركة الزيت الأمريكية المستقلة، شركة الزيت العربية المحدودة (اليابان)، وشركة كويت شل لاستثمار البترول المحدودة.

* أنظر النص الكامل للمستند صفحة ٣٣٤



منظر جوي لخزانات النفط على الأراضي الكويتية

Aerial view of the oil tankers in Kuwaiti territories

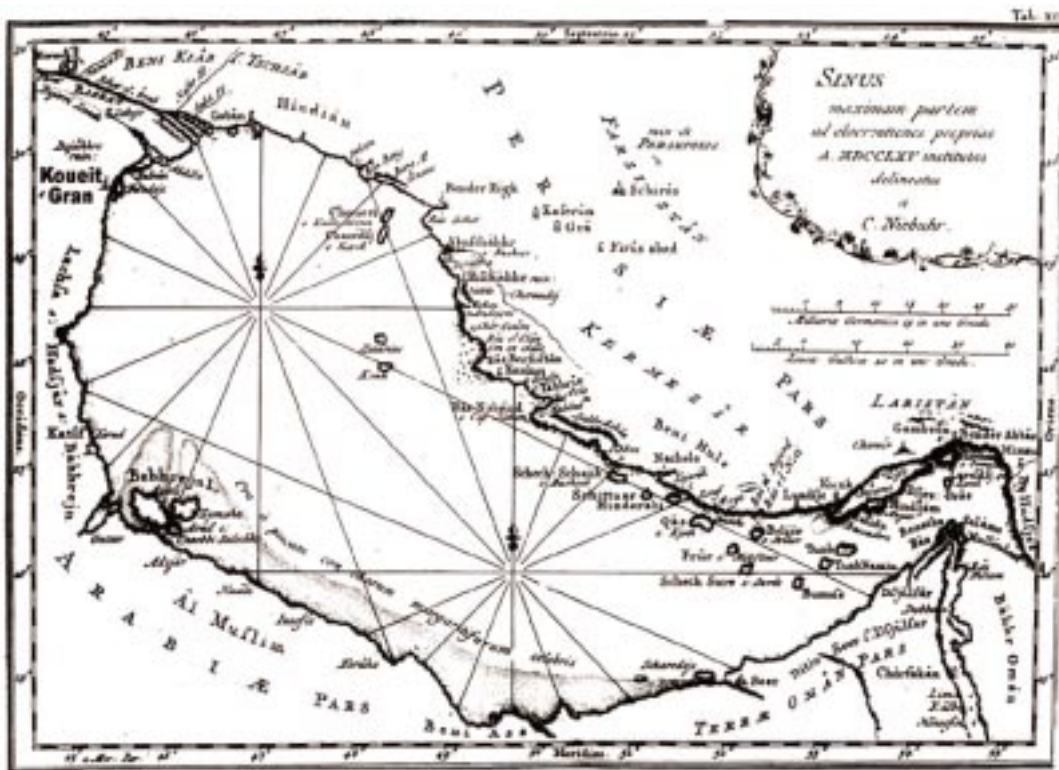
Document (58)

1963 Oil Map that belongs to the State of Kuwait

This map was issued by the Ministry of Finance and Industry Public Oil Affairs Department, as Mr. Mahmoud Al-Adasani certified and approved this map on August 18, 1963. The drawing is a site map of the State of Kuwait and the surrounding area, representing the privilege areas of the five companies operating in Kuwait in addition to the fields and oil installations of each company and the lands abandoned by Kuwait Oil Co. in 1962.

The companies clarified on the map are Kuwait Oil Co. Ltd., Independent American Oil Co., Arab Oil Co. Ltd. (Japan) and Kuwait Shell Petroleum Investment Co. Ltd.

* See full Document Page 334



خارطة جغرافية توضح موقع دول الخليج المطلة على ساحل الخليج العربي

Geographical map stating the location of Gulf countries overlooking the Arab Gulf Coast

ملحق خرائط دولة الكويت

يوضح هذا المستند مواقع العمل التابعة للشركات النفطية العاملة في دولة الكويت ، تبعا لما كان منصوصا عليه في الاتفاقية الإضافية الأخرى التي عقدت في الكويت بتاريخ ١٧ يناير ١٩٦٣ بين الأمير الراحل عبدالله السالم الصباح وشركة بريتش بتروليوم (كويت) المحدودة ، بالإضافة إلى شركة جلف كويت .

ويحمل الملحق توقيع الأطراف الثلاثة المذكورين أعلاه .

* أنظر النص الكامل للمستند صفحة ٣٣٥ - ٣٣٦

Document (59)

Supplement to the Maps of the State of Kuwait

This document clarifies the work sites of the oil companies operating in the State of Kuwait, according to that is set forth in the other additional agreement held in Kuwait on January 17, 1963 between the late Amir, Abdullah Al-Salem Al-Sabah and British Petroleum Co. (Kuwait) Ltd. in addition to Gulf Kuwait Co.

The supplement holds the signature of the three parties mentioned above.

* See full Document Page 335 - 336



فتح حساب اکتتاب

طلب فتح حساب اکتتاب لشركة نفط الكويت ش. م. ك. لدى بنك الكويت والشرق الأوسط بتوقيع من ممثل عن حكومة الكويت ، وهو وزير المالية والنفط ، وممثلين عن الشركتين بي بي المحدودة وجلف الكويت بتاريخ ١٩ نوفمبر ١٩٧٤ .

* أنظر النص الكامل للمستند صفحة ٣٣٧

Document (60)

Opening a Subscription Account

Claim the opening of a subscription account to Kuwait Oil Co. K.S.C. at the Bank of Kuwait and the Middle East, with the signature of the representative of the government of Kuwait, the Minister of Finance and Oil, representing both companies B.P. Ltd. and Gulf Kuwait on November 19, 1974.

* See full Document Page 337

مطالبات مالية لشركة الشرق الأوسط للأعمال والخدمات البحثية

يوضح هذا المستند التجاري المطالبات المالية لشركة الشرق الأوسط للأعمال والخدمات البحثية لقاء الخدمات الإعلامية التي قدمتها لشركة نفط الكويت المحدودة، والتي بلغت تكلفتها ألفين وستمئة جنيه استرليني.

وصدر هذا الوصل عن الجمعية في الثاني عشر من يوليو لعام ١٩٦٧، ويحمل الرقم ٦٧/١٦٨.

* أنظر النص الكامل للمستند صفحة ٣٣٨

Document (61)

Financial Claims for the Middle East Business Services and Research Corporation

This commercial document clarifies the financial claims of the Middle East Association for Research Works and Services against the media services offered by Kuwait Oil Co. Ltd., of which the cost amounts to English Pounds two thousand and six hundred.

This receipt was issued by the Association on July 12, 1967 under No. 168/67.

* See full Document Page 338



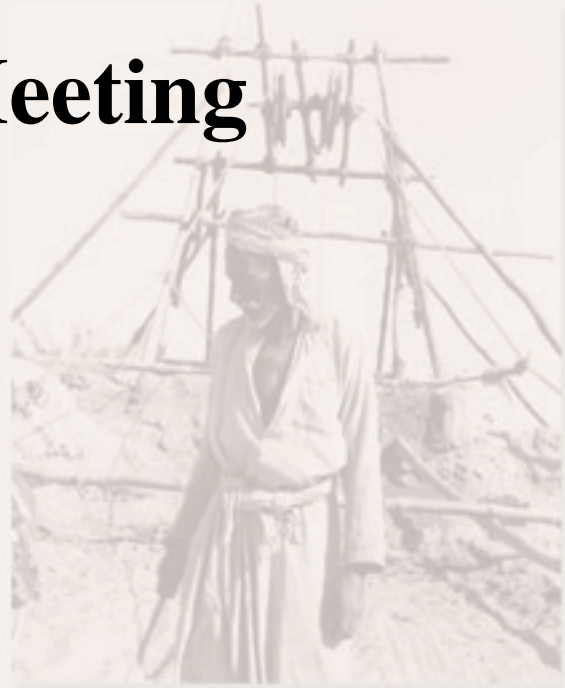


آبار مياه حفرت خصيصاً لسد احتياجات شركة نفط الكويت من الماء في حقل المناقيش

Water wells excavated particularly to meet the water requirements of Kuwait Oil Company at Al-Manaqish Field

محاضر الاجتماعات

Minutes of Meeting



Document (62)

First Minutes of Meeting on 05/02/1934

These minutes were the first minutes of meetings of the Board of Kuwait Oil Co. Ltd., held since its foundation, as the first meeting was held on Monday, 05/02/1934 at Britannic House in London, in the presence of the Managers of Kuwait Oil Co., Montagw Piesse, Harold J. Brown and Mr. J. Cookson as secretary of the company.

The minutes indicate that Mr. Brown handed over to the members of the Board, memoranda, correspondences and documents proving the registration of the company at the government departments in Kuwait.

Messrs. Brown and Beyes handed over to the members of the Board the financial documents clarifying the wish of Anglo Persian Oil Co. and Gulf Explorations Co. to purchase shares of Kuwait Oil Co. and appoint representatives of both parties as Managers. From one side, the Board of Directors of Kuwait Oil Co. approved the resolution of sale of specified shares from the company to Anglo-Persian Oil Co. and Gulf Explorations Co.

From the other side, the members of the Board approved the claim submitted by Angelo Birshan Oil Co. stipulating the appointment of its representative, Mr. William Fraser, as Manager of Kuwait Oil Co. Ltd. They also approved the appointment of the representatives of Gulf Explorations Co., Messrs. Guy. Stevens, Harry George Davis and Bert Persing Newton as Managers of Kuwait Oil Co. as well.

* See full Document Page 341 - 348

محضر اجتماع ٢٠/٣/١٩٥٧

محضر اجتماع الشركة رقم ٧٠ المنعقد يوم الاربعاء الموافق ١٩٥٧/٣/٢٠ يدور حول اعتماد مجلس إدارة الشركة بند مصروفات إضافية خاصة بالسنة المالية ١٩٥٧ والذي قدر بنحو مائتين وأربعة آلاف جنيه استرليني .

وأشار المحضر الى ان معدلات الإنتاج اليومية لشهر فبراير ١٩٥٧ قد بلغت ٩٩٤٤٤٩ برميل/يوم وأن صادرات هذا الشهر من النفط الخام وصلت الى ٩٨٤٥١١ برميل/يوم بالإضافة الى العديد من المعلومات حول العمليات النفطية بالشركة .

ولعل أهم ما ورد في هذا المحضر هو الإشارة الى رغبة الأمير الراحل الشيخ عبد الله السالم بتوفير التعليم العالي للطلبة الكويتيين برعاية الشركة وإصراره على تبني الشركة لهذا المقترح دون وضع قيود او شروط تؤدي الى عرقلته تفادياً لما حدث في السابق مع الطلبة العراقيين الدارسين في الخارج على نفقة شركة البترول العراقية .

وعليه ، تعهد المدير المسؤول في مقر الشركة في الكويت على مناقشة الاقتراح مع سموه والتوصل الى اتفاق بين الطرفين قبل توجهه الى لندن .

* أنظر النص الكامل للمستند صفحة ٣٤٩ - ٣٥١



المغفور له الشيخ عبدالله السالم الصباح محاطاً بأعضاء مجلس إدارة شركة نفط الكويت المحدودة

The late Sheikh Abdullah Salem Al-Sabah surrounded by the members of the board of directors of KOC

Handwritten signature of Sheikh Abdullah Salem Al-Sabah

Document (63)

Minutes of Meeting on 20/03/1957

Minutes of meeting of the company No. 70 held on Wednesday, 20/03/1957 concerning the approval of the company's Board of Directors to an additional expenses item for the financial year 1957, estimated by around two hundred and four thousand Sterling Pounds.

The minutes indicate that the daily production averages of February 1957 amounted to 994.449 barrels / day and the exports of crude oil in that month reached 984.511 barrels / day in addition to several information concerning the oil operations at the company. The most important matter registered on these minutes is the wish of the late Amir, Sheikh Abdullah Al-Salem to provide higher education to Kuwaiti students with the sponsorship of the company and his insistence on adopting this suggestion by the company without any restrictions or conditions hindering the same in order to avoid what happened earlier with the Iraqi students studying abroad at the expense of the Iraqi Petroleum Co.

Accordingly, the liable Manager at the headquarters of the company in Kuwait undertook to discuss the suggestion with His Excellency and reach an agreement between both parties before going to London.

* See full Document Page 349 - 351



أمير البلاد الراحل الشيخ صباح السالم الصباح مغادراً مقر شركة البترول البريطانية - يونيو ١٩٥٨
His Highness the late Prince Sheikh Sabah Salem Al-Sabah is leaving the premises
of the British Petrol Company (June 1958)

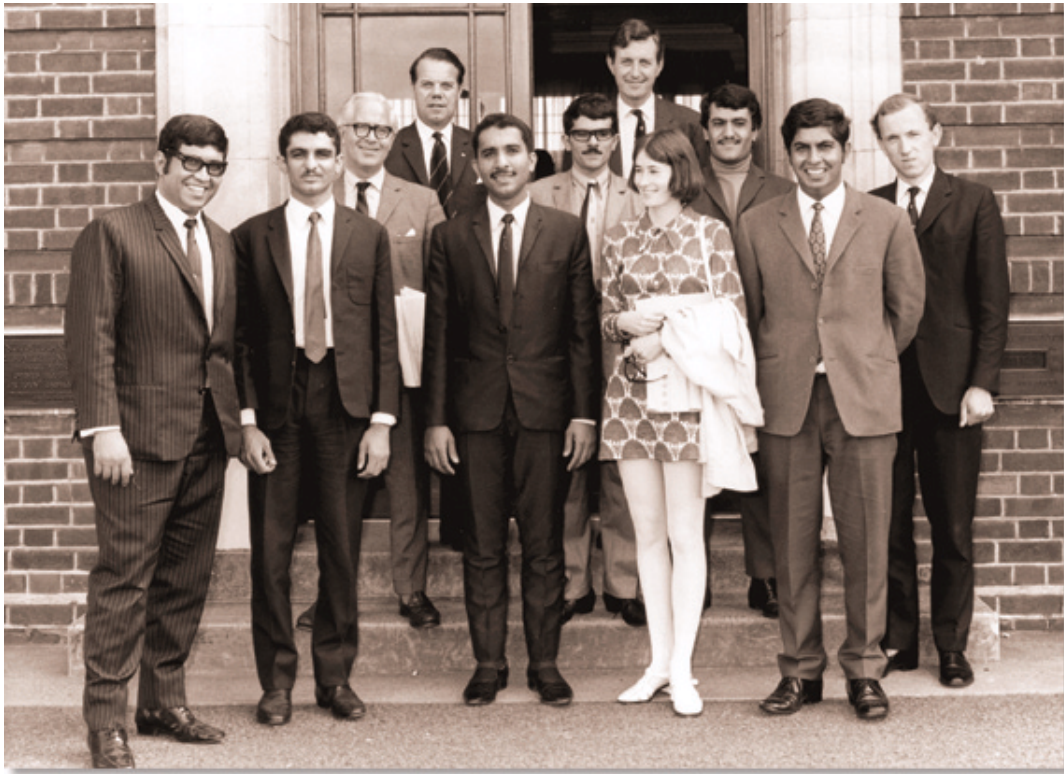
محاضر اجتماع ١٥ / ٦ / ١٩٦٠

افتتح اجتماع مجلس إدارة الشركة رقم ٩٥ الذي عقد يوم الأربعاء الموافق ١٥ / ٦ / ١٩٦٠ جلسته بالموافقة الجماعية للأعضاء على بقاء السيد تي دي لمبكين رئيساً لمجلس إدارة الشركة لعام ١٩٦٠ .

ثم أشار الاجتماع إلى موافقة شركة بي بي (كويت) المحدودة وشركة الخليج الكويتية على اعتماد بند للمصروفات الجديد وقدره ثلاثة ملايين وخمسمائة وسبعة وأربعون ألفاً وثلاثمائة جنيه استرليني ، خصصت منها ثلاثة ملايين وثلاثمائة وخمسون ألف جنيه استرليني لتنفيذ مشروع غاز البترول المسيل .

كما يشير المحاضر إلى أن المدير المسؤول لدى شركة نفط الكويت المحدودة ، قد سلم لصاحب السمو حاكم الكويت التقرير السنوي للعمليات النفطية لعام ١٩٥٩ بالإضافة إلى إبلاغة بأن مستشفى المقوع بات تابعا لأمالك إدارة الصحة في دولة الكويت .

* أنظر النص الكامل للمستند صفحة ٣٥٢ - ٣٥٤



خريجون كويتيون يقفون على عتبة مقر شركة البترول البريطانية ومقرها لندن

Kuwaiti Graduates standing on the doorstep of
the British Petrol Company in London

Handwritten signature

Document (64)

Minutes of Meeting on 15/06/1960

Opening the meeting of the company's Board of Directors No. 95 held on Wednesday, 15/06/1960 with the collective approval of the members on keeping Mr. T.D. Lumpkin as Chairman of the company for 1960.

The meeting indicated the approval of B.P. Co. (Kuwait) Ltd. and Gulf Kuwait Co. upon the adoption of a new expenses item of three million five hundred forty-seven thousand and three hundred Sterling Pounds, three million three hundred and fifty thousand of which are specified for the performance of the liquid petroleum gas project.

The minutes indicate that the liable manager at Kuwait Oil Co. Ltd. handed over to His Excellency, governor of Kuwait, the annual report of the oil operations for 1959 in addition to notifying him that Al-Maqwa Hospital is related to the properties of the Health Department in the State of Kuwait.

* See full Document Page 352 - 354



فريق كرة القدم الانجليزي المؤلف من موظفي شركة نفط الكويت المحدودة ١٩٤٩

The English football team formed of Kuwait Oil Company Employees 1949

محضر اجتماع ١٩٦٠ / ٩ / ٢١

حمل محضر الاجتماع رقم ٩٦ الذي عقد في العاصمة لندن في يوم الأربعاء الموافق ١٩٦٠/٩/٢١ ترحيباً من رئيس مجلس الإدارة بالسيد فيصل المزيدي ومحمود العدساني لحضور اجتماعهما الأول كعضوي مجلس إدارة في الشركة . وأكد المجلس خلال المحضر موافقته على طلب الشركات الذي طرح في يونيو ١٩٦٠ بشأن توفير مبلغ وقدره مليون ومائة وستة عشر ألف جنيه استرليني على بند المصروفات وذلك بدافع إنفاقها على صيانة ومشاريع الشركة .

ومن خلال هذا المحضر تم الإعلان الرسمي عن افتتاح المكتب الجديد للشركة ، التابع للحكومة الكويتية ، في منطقة الأحمدية . وبهذه المناسبة دعا رئيس مجلس إدارة الشركة تي دي لمبكين ، العضوين الكويتيين لتسليط الضوء على المشروع ، واستهل المزيدي حديثه حول انفصال الدائرة المالية عن النفط ، حيث تهتم الأولى برسم السياسات الاقتصادية للشركة ، وأشار أيضاً الى افتتاح ثلاث دوائر جديدة هي :

◀ الدائرة الفنية ويرأسها العدساني .

◀ دائرة التفتيش بإدارة إبراهيم الملا .

◀ دائرة العلاقات بإشراف عبد الكريم الشوا .

كما ألمح إلى احتمال فتح أقسام جديدة تابعة للدائرة الفنية تعنى بشؤون الإنتاج والجيولوجيا والمكامن وغيرها . وكعادته ، ناقش الاجتماع كل ما يتعلق بالعمليات النفطية ، بدءاً بالإنتاج وانتهاءً بالتصدير .

* أنظر النص الكامل للمستند صفحة ٣٥٥ - ٣٥٦

Document (65)

Minutes of Meeting on 21/09/1960

The minutes of the meeting No. 96 held in London on Wednesday, 21/09/1960, included the welcoming speech of the Chairman to Messrs. Faisal Al-Mazidi and Mahmud Al-Adasani for attending their first meeting as members of the company's Board. The Board confirmed, during the minutes, its approval upon the claim of companies launched in June 1960 concerning the sparing of English Pounds one million one hundred and sixteen thousand on the expenses item to be spent on the company's maintenance and projects.

Official declaration was made during these minutes concerning the opening of the new office of the company, subject to the Kuwaiti government, at Al-Ahmadi. On this occasion, the Chairman of the company, Mr. T.D. Lumpkin, invited both Kuwaiti members to highlight the project. Al-Mazidi started his speech concerning the separation of the financial department from oil as the first handles the economic policies of the company. He also indicated the opening of three new departments, as follows:

- Technical Department headed by Al-Adasani.
- Inspection Department managed by Ibrahim Al-Mulla.
- Relations Department supervised by Abdul Kareem Al-Shawa.

He hinted that new sections may be opened related to the Technical Department, to handle the production and geology affairs. He also discussed all that is related to the oil operations, production and completion of export.

* See full Document Page 355 - 356

دعوة للآنسة بدور الرفاعي

دعوة إلى الآنسة بدور الرفاعي لحضور اجتماع الجمعية التأسيسية لشركة البترول الوطنية بتاريخ ١٠ ديسمبر ١٩٦٠، ومن الملاحظ ورود اسم المغفور له أمير البلاد الشيخ جابر الأحمد الصباح المؤسس لهذه الشركة.

* أنظر النص الكامل للمستند صفحة ٣٥٧ - ٣٥٨

Document (66)

Invitation to Miss Budour Al-Refaei

Invitation to Miss Budour Al-Refaei to attend the meeting of the constituent assembly of National Petroleum Co. on December 10, 1960. It is noted that the name of the late, His Excellency, Amir of the country, Jaber Al-Ahmad Al-Sabah the founder of this company has been mentioned.

* See full Document Page 357 - 358



أمير البلاد الراحل الشيخ جابر الاحمد الجابر الصباح، وقد تقلد منصب وزير المالية والنفط خلال الفترة من ١٧/١/١٩٦٢ إلى ٢٨/١١/١٩٦٥

His Highness the late Prince Sheikh Jaber Al-Ahmed Al-Jaber Al-Sabah, having assumed the position of Minister of Finance and Petrol during the period from 17/1/1962 to 28/11/1965

Jaber Al-Sabah



المقر الذي تعقد فيه الاجتماعات عادة - وقد تحول منذ سنوات إلى فندق كمبرلاند الشهير
شركة نفط الكويت - مكاتب لندن - شارع جريت كمبرلاند بلايس

Kuwait Oil Company - London Offices - Great Cumberland Place
The famous Cumberland Hotel now a days

محضر اجتماع ٢٠ / ٦ / ١٩٦٢

استهل الاجتماع رقم ١٠٣ جلسته بالموافقة على تمديد خدمة تي دي لمبكين كرئيس لمجلس الإدارة لعام ١٩٦٢/١٩٦٣ كما عين المجلس دي اي سي ستيل عضو مجلس إدارة خلفاً للعضو السابق فرايزر .

وأشار المحضر الى الخطأ الفادح الذي ارتكبه إحدى مجلات النفط الأجنبية وتدعى «أويل آند غاز جورنال» حين نشرت خريطة غير صحيحة تبين فيها مناطق الامتياز التابعة لشركة بي بي (كويت) المحدودة وخليج الكويت . وقد أعرب المزيدي عن استيائه من دار النشر وتساءل عن كيفية وصول مثل هذه المعلومات المغلوطة الى أيدي الناشر ، واستدراكاً للموقف أصدر المزيدي الخريطة الرسمية للامتياز ونشرت في مجلة «أويل ناشيونال» .

لقد كان العام ١٩٦١ حافلاً بالإنجازات والعمليات النفطية كأعمال الحفر والتنقيب ومعدلات الإنتاج اليومية وغيرها ، وامتلاً المحضر ١٠٣ بالأرقام والمعلومات التي سجلها موظفو الشركة خلال هذا العام .

وأعلن المجلس عن اكتمال مركز التدريب في إبريل ١٩٦٢ وأوضح أن المركز أصبح ذا فائدة عظيمة خاصة بعد تمرکز جميع الأنشطة التدريبية للموظفين في مكان واحد .

وأشار المزيدي الى ضرورة بذل المزيد من الجهد في تدريب العمالة الكويتية في الشركة وتجهيتها لتولي مناصب عليا في الشركة بالإضافة الى إلقاء المحاضرات التنويرية حول الصناعة النفطية في الكويت في المدارس الثانوية ، وذلك لتشجيع وترغيب الطلبة الكويتيين في تحصيل التدريب اللازم الذي سيمكنهم من الالتحاق بصفوف العاملين في الشركة عقب تخرجهم .

* أنظر النص الكامل للمستند صفحة ٣٥٩ - ٣٦٢

Document (67)

Minutes of Meeting on 20/06/1962

The meeting No. 103 started its session by the approval on the extension of the service of T.D. Lumpkin as Chairman for 1962/1963 and the Board appointed D.E.C. Steel as member of the Board, successor of the former member, Frasier.

The minutes pointed out the gross mistake committed by a foreign oil magazine called "Oil and Gas Journal" when it published an incorrect map stating the concession areas of B.P. Co. (Kuwait) Ltd. and Gulf Kuwait Co. Al-Mazidi expressed his dissatisfaction from the publishing house and asked how these false information reached the publisher. He also issued the official map of the privilege to be published in "National Oil" Magazine.

The year 1961 was full of accomplishments and oil operations such as the excavation and drilling works, daily production averages and others. The minutes 103 were full of numbers and information registered by the company's employees during this year.

The Board declared the completion of the training center in April 1963 and clarified that the center is of great benefit after the concentration of all training activities of the employees in one location.

Al-Mazidi pointed out the necessity of making more effort in the training of Kuwaiti manpower at the company and preparing the same to assume higher positions in addition to making enlightenment conferences concerning oil industry in Kuwait in the secondary schools, to encourage the Kuwaiti students to have the necessary training enabling them to follow the workers of the company after graduation.

* See full Document Page 359 - 362

محضر اجتماع ٩ / ١٢ / ١٩٦٤

قدم السيد دي اي سي ستيل في بداية الاجتماع الذي عقد كعادته يوم الأربعاء الموافق ٩/١٢/١٩٦٤ بحضور أعضاء مجلس إدارة الشركة ، تقريراً يوضح فيه موافقة المالكين على تخصيص مبلغ وقدره أربعة ملايين وثمانمائة وستة عشر ألف جنيه استرليني لإنفاقها على عمليات توسعة خط إنتاج غاز البترول المسيل .

وكالمعتاد سجل المحضر معدلات الانتاج من النفط الخام ومقارنتها بالفترة التي سبقتها بالإضافة الى معدلات التصدير التي بلغت مليوناً وتسعمائة وثلاثة آلاف برميل في اليوم .

وتضمن المحضر أيضاً تقريراً يبين نسبة القوى العاملة العربية مقارنة مع غيرها من العمالة في الشركة خلال السنوات الخمس الماضية حيث يبلغ عددهم ٧٠٠ فرد وهو الرقم الأكبر على الإطلاق في قائمة العمالة الوطنية . وقدم عضو مجلس الإدارة آنذاك فيصل المزيدي مقترحاً يدعو فيه المجلس لإدارة المعلومات المتعلقة بالعمالة العربية والوطنية في التقرير السنوي للشركة .

ففي العام ١٩٦٤ أوضحت تقارير الشركة أن نسبة العمالة البريطانية والأمريكية انخفضت الى ٧٣ فرداً كما انخفض عدد العمالة الهندية والباكستانية الى ١٠٦ بينما ارتفع عدد العاملين في الشركة من الكويتيين والعرب الى ١٢٦ فرداً .

ومع نهاية العام ١٩٦٤ بلغ عدد القوى العاملة في الشركة ثلاثة آلاف وثلثمائة وستة وثلثين عاملاً ، وألفاً وثمانمائة وستة وثمانين موظفاً اي ما مجمله خمسة آلاف ومائتان واثنان وعشرون فرداً .

وتساءل المزيدي والعدساني ممثلاً الجانب الكويتي في الشركة خلال الجلسة عن مدى ضرورة إنفاق بعض المبالغ على وسائل الترفيه التي ترمي الى تأجير قوارب لنقل الأفراد لزيارة مرفأ ميناء الأحمدى والتي اقتضرت على الجنسيتين البريطانية والأمريكية ، وأفصح المزيدي عن رغبة الحكومة بالغاء هذه المصروفات وإن كانت صغيرة ، وعدم استقطاعها مستقبلاً من كلفة التشغيل الخاصة بالشركة أو الضرائب المفروضة على دولة الكويت ، خاصة أن زوار الشركة من الكويتيين والعرب لا يعاملون بالمثل ، وبالتالي فلا حاجة لها .

ومن جهته أثار محمد العدساني تساؤلاً آخر حول الجهود التي تبذلها الشركة والقائمون عليها لتنمية وتطوير كفاءة المهندسين الكويتيين في مجال الصناعة النفطية والتي لطالما أكدت وحرصت عليها حكومة دولة الكويت . كما ناقش العدساني مواضيع أخرى تتعلق بأعمال الشركة وموظفيها ومتطلباتها المالية وغيرها .

* أنظر النص الكامل للمستند صفحة ٣٦٣ - ٣٧٠

Document (68)

Minutes of Meeting on 09/12/1964

Mr. D.E.C. Steel submitted, in the beginning of the meeting held as usual on Wednesday, 09/12/1964, in the presence of the members of the company's Board, a report stating the approval of the owners on the allocation of an amount of English Pounds four million eight hundred and sixteen thousand sterling pounds to spend them on the development operations of the liquid gas petroleum production line.

The minutes registered, as usual, the production averages of crude oil and their comparison to the precedent period in addition to the export averages amounting to one million nine hundred and three thousand barrels per day.

The minutes included as well a report stating the Arab manpower rate in comparison with other manpower at the company during the past five years as they amount to 700 individuals, which is the biggest number ever in the list of national manpower. The member of the Board by the time, Mr. Faisal Al-Mazidi, had a suggestion to claim the Board to manage the information related to Arab and national manpower in the annual report of the company.

In 1964, the company's reports clarified that the rate of British and American manpower was decreased to 73 individuals as both the Indian and Pakistani manpower was decreased to 106 and the number of Kuwaiti and Arab workers was increased to 126 individuals.

By the end of 1964, the number of manpower at the company amounted to three thousand three hundred and thirty-six workers, two thousand eight hundred and eighty-six employees, i.e. the total of five thousand two hundred and twenty-two individuals.

Al-Mazidi and Al-Adasani representing the Kuwaiti side at the company, inquired the necessity of spending some amounts on entertainment aiming to the lease of boats for the transport of individuals to visit Mina Al-Ahmadi, restricted to the British and American nationalities. Al-Mazidi expressed the wish of the government to cancel these expenses, even if small, and not deduct them in the future from the commissioning cost of the company or the taxes imposed on the State of Kuwait, particularly that the Kuwaiti and Arab visitors are not treated likewise.

Mohammad Al-Adasani pointed out another enquiry concerning the efforts of the company for the development of the competence of Kuwaiti engineers in the oil industry field, always confirmed by the government of the State of Kuwait. Al-Adasani discussed other subjects related to the works of the company, its employees, financial requirements and others.

* See full Document Page 362 - 370

محضر اجتماع (٢٩) ١٤ / ١٢ / ١٩٧٧

كتاب من الأمين العام لمنظمة الأقطار العربية المصدرة للبترول (اوابك) موجه الى معالي وزير النفط عبد المطلب الكاظمي بشأن جدول أعمال الاجتماع رقم ٢٩ للمكتب التنفيذي الذي يتضمن البند (د) الخاص بالتحضير للاجتماع رقم ١٩ لمجلس وزراء المنظمة الذي كان مقررا عقده في البحرين بتاريخ ١٤ / ١٢ / ١٩٧٧ والبند (ج) المتعلق بمشروع معهد النفط العربي للتدريب .

* أنظر النص الكامل للمستند صفحة ٣٧١

Document (69)

Minutes of the Meeting (29) 14/12/1977

A letter from the Secretary General of the Arab Countries Petroleum Export Organization (Opec) addressed to the Minister of Oil, Abdul Motleb Al-Kazemi, concerning the agenda of the meeting No. 29 of the executive office, including Article (d) related to the preparation of the meeting No. 19 of the Organization's Council of Ministers, decided to be held in Bahrain on 14/12/1977 and Article (c) concerning the project of the Arab Oil Training Institute.

* See full Document Page 371





المقر الذي تعقد فيه الاجتماعات عادة

شركة نفط الكويت - مكاتب لندن - منزل برقان

The usual Headquarter of KOC meetings
Kuwait Oil Company - London Offices - Burgan House

تقرير عام ١٩٦٤

يحتوى هذا التقرير على الإحصائيات الخاصة بشركة نفط الكويت المحدودة خلال عام ١٩٦٤. وتوضح الإحصائيات معدلات الإنتاج اليومية خلال شهري يناير وفبراير والتي بلغت مليونين ومائة وستة وخمسين ألف برميل/يوم. بينما قدرت معدلات إنتاج الشركة خلال الأسبوعين الأولين من شهر مارس بمليونين ومائة وأربعة وثمانين ألف برميل/يوم، أما صادراتها فقد بلغت مليوناً وثمانمائة وسبعة وثلاثين ألف برميل/يوم.

وحول عمليات الحفر، فقد توقفت عمليات الحفر في الموقع بحرة - ٥ لعدم وجود نفط في ذلك الموقع، وبذلك انتهت صلاحية عقد منصة الحفر «دلتا» مع الشركة. وعلى الرغم من فشل عملية التنقيب، فقد بلغت تكاليف الحفر للآبار الثلاث في بحرة باستخدام منصة دلتا مليوناً ونصف المليون جنيه استرليني.

وأشار التقرير إلى استمرار عمليات الحفر في موقع الصابرية الذي ييشر بوجود كميات كبيرة من الغاز الطبيعي.

ومن ناحية أخرى، أبلغ مدير العمليات في الشركة عن نشوب حريق في البئر رقم ٧٥ الكائن في منطقة المقوع، وقد تسبب الحريق بإصابة عدد من أفراد طاقم الحفر بجروح بالغة وأفضى الى وفاة أحد أفرادهم.

ومن أهم ما تناوله التقرير توصل الحكومتين الكويتية والسعودية لاتفاق بشأن موقع الحدود الكويتية من المنطقة المقسومة.

أما «التعريب» فقد كان من أهم القرارات التي اتخذها سمو أمير البلاد الشيخ جابر الأحمد الجابر الصباح في ذلك العام، وتقضي بالمطالبة بتعريب العمالة في شركة نفط الكويت المحدودة وذلك من خلال استبدال العمالة الأجنبية بالكوادر الوطنية والعربية، وإسناد المهام التي لا يملك بها الكويتيون خبرة إلى ذوي الخبرة من الأشقاء العرب.

* أنظر النص الكامل للمستند صفحة ٣٧٥ - ٣٧٩

Document (70)

Report of 1964

This report contains the statistics of Kuwait Oil Co. Ltd. during 1964. The statistics clarify the daily production averages during January and February amounting to two million one hundred and fifty-six thousand barrels / day. The production averages of the company were estimated, during the first two weeks of March, by two million one hundred eighty-four thousand barrels / day as per the exports, they amount to one million eight hundred and thirty-seven thousand barrels / day.

Concerning the excavation operations, they were suspended at BAHRA-5 for the absence of oil in that location. Thus, the capacity of "Delta" excavation platform expired with the company despite the failure of the drilling operation as the excavation costs of the three wells at Buhra using Delta platform amounted to English Pounds two million and a half.

The report indicates the continuity of excavation operations at Al-Sabiriyah, indicating the presence of big quantities of natural gas.

From the other side, the Operations Manager at the company notified of the occurrence of fire at the well No. 75 located at Al-Maqwa area and the fire caused the injury of a number of the excavation personnel and lead to the decease of one.

The report also included that both the Saudi and Kuwaiti governments reached an agreement concerning the location of the Kuwaiti borders from the divided area. As per the "Arabization", it was one of the most important decisions taken by the Amir of the country, Sheikh Jaber Al-Ahmad Al-Jaber Al-Sabah in that year.

The claim stipulates the arabization of the manpower at Kuwait Oil Co. Ltd. through the replacement of foreign manpower with national and Arab personnel, appointing the tasks in which the Kuwaitis are not experienced to other experienced Arab personnel.

* See full Document Page 375 - 379

أسعار النفط

تقرير من السيد نور الدين فراج إلى السيد وكيل الوزارة بتاريخ ١٠ نوفمبر ١٩٧٥ يوضح «الأسعار النهائية للربع الرابع لعام ١٩٧٥»، وهو يشمل النفط الكويتي وأسعار السوق المتفق عليها مع المملكة العربية السعودية.

* أنظر النص الكامل للمستند صفحة ٣٨٠ - ٣٨٣

Document (71)

Oil Prices

A report from Mr. Nouredin Farraj to the Under-Secretary dated November 10, 1975 clarifying the final prices of the fourth quarter of 1975, including the Kuwaiti oil and market prices agreed upon with the Kingdom of Saudi Arabia.

* See full Document Page 380 - 383



أمير الكويت الراحل الشيخ أحمد الجابر الاحمد الصباح في استضافة أحد أعضاء مجلس إدارة شركة نفط الكويت المحدودة

A Board Member of KOC receiving The Late Amir Sheikh Ahmed Al-Jaber Al-Ahmed Al-Sabah

Handwritten signature



برقان - مشعبات خط تدفق في مراكز التجميع - ١٩٤٩/١٢/٣١
Burgan - flowline manifolds at gathering centre - 31-12-1949

المراسيم الأميرية
والقرارات الوزارية

Amiri Decrees

& Ministerial Decisions



هارولد ديكسون «بو سعود» المعتمد البريطاني السابق في الكويت في الثلاثينات وهو واقف مع أحد الكويتيين امام شجرة في وسط الصحراء في موقع حقل برقان الشهير قبل اكتشافه

Harold Deckson "Bou Saoud" The British Accredited in Kuwait in the thirties, standing with one of the Kuwaitis in front of a tree in the middle of the desert, at the place of Burgan famous field before its discovery

Harold Deckson
Bou Saoud

قانون رقم ٣٤ / ١٩٧٠

أصدر أمير دولة الكويت المغفور له الشيخ صباح السالم الصباح مرسوماً أميرياً جديداً يعدل بموجبه قوانين الضرائب السابقة التي فرضت على الشركة النفطية العاملة على الأراضي الكويتية ، لاسيما تعديل البند الثالث الذي صدر في عام ١٩٥٥ والبند الثامن لعام ١٩٦٧ .

ونص المرسوم المعدل الذي يحمل الرقم ١٩٧٠/٣٤ على فرض ضريبة إضافية بمقدار ٥٪ على دخل الشركات من العمليات النفطية في الحقول الكويتية . وقد اعتبر المرسوم ساري المفعول ابتداءً من ١٤ نوفمبر ١٩٧٠ .

* أنظر النص الكامل للمستند صفحة ٣٨٧ - ٣٩٣

Document (72)

Law No. 34/1970

The late Amir of the State of Kuwait, Sheikh Sabah Al-Salem Al-Sabah, issued an Amiri decree by virtue of which he amends the former taxes laws imposed on the oil company operating on the Kuwaiti territories, particularly the amendment of Article 3 issued in 1955 and Article 8 of 1967.

The amended decree with the No. 34/1970 stipulated the imposition of an additional tax by 5% on the companies' income of oil operations in the Kuwaiti fields. The decree shall enter into effect on November 14, 1970.

* See full Document Page 387 - 393

مرسوم فصل وزارة النفط عن وزارة المالية بتاريخ ٢٦ مايو ١٩٧٥

صدر هذا المرسوم في عهد المغفور له الشيخ صباح السالم الصباح ، وبناء عليه تم تحديد اختصاصات وزارة النفط ووزارة المالية وهيكليهما التنظيمي الجديد والمسؤوليات المناطة بوزيريها .

* أنظر النص الكامل للمستند صفحة ٣٩٤ - ٣٩٦

Document (73)

Decree of Dissociation of the Ministry of Oil from the Ministry of Finance on May 26, 1975

This decree was issued in the era of the late Sheikh Sabah Al-Salem Al-Sabah, according to which the specializations of the Ministry of Oil and the Ministry of Finance and their new organizational structure as well as the liabilities assigned to the Ministries of both Ministers were specified.

* See full Document Page 394 - 396



قرار وزاري رقم ٧٣ / ١٩٧٥

لقرار الوزاري رقم ٧٣ لسنة ١٩٧٥ بتاريخ ٣١ ديسمبر ١٩٧٥ الخاص بتشكيل مجلس للمحافظة على الثروة البترولية، وأهدافه واختصاصاته. والجدير بالذكر أن بداية هذا المجلس تعود إلى سنة ١٩٧٣ حيث وضع القانون رقم ١٩ بشأن المحافظة على مصادر الثروة البترولية وإلى القرار الوزاري رقم ٧٢ بشأن لوائح تنفيذ قانون المحافظة على مصادر الثروة البترولية في الكويت، ومنها تتبع اختصاصات وزارة الطاقة (النفط) حالياً واستراتيجيتها الموضوعة في هذا الصدد.


* أنظر النص الكامل للمستند صفحة ٣٩٧ - ٤٠٢

Document (74)

Ministerial Decision No. 73/1975

The Ministerial Decision No. 73 of 1975 dated December 31, 1975 concerning the formation of a Council to preserve the petroleum wealth, its aims and specializations, we should mention that the commencement of this council was in 1973 as the Law No. 19 was set concerning the preservation of the petroleum sources and the Ministerial Decision No. 72 concerning the by-laws of performance of the law of preservation of the petroleum sources in Kuwait, resulting into the specializations of the Ministry of Energy (Oil) currently and its strategy set in this regard.

* See full Document Page 397 - 402



المستندات

Documents

رسائل رسمية

Official Letters

GULF EXPLORATION COMPANY

21 STATE STREET

NEW YORK

T. WALLACE,
VICE PRESIDENT.

March 19, 1930.

Eastern & General Syndicate, Limited,
18 St. Swithin's Lane,
London, E.C.4,
England.

Gentlemen:

During the discussions between Messrs. Tarbutt, Janson, Holmes and myself before I left London on March 5th, Major Holmes advanced the proposition that because of his returning to the Persian Gulf with the backing and full co-operation of the Colonial Office and of the Political Resident in the Persian Gulf, he felt that he could obtain from the Sheikh of Koweit a concession on all of the territory under the dominion of the Sheikh without imposing in the concession itself the obligation to select upon the part of the concessionaire and within a period of years fixed in the concession the precise territories or areas which the concessionaire might ultimately exploit for oil and gas, and you will recall that because of this belief of Major Holmes it was agreed that I should cable New York requesting that a new draft be made of the Koweit Concession, in which draft there would be eliminated all reference to the obligation to select definite areas for exploitation within fixed periods of time. I am enclosing herewith in duplicate a redraft of the Koweit Concession along the lines of Major Holmes' suggestion, and you will note that this redraft embraces a concession on all of the territory of the Sheikh and that any or all of such territory may be exploited throughout the full term of the concession if the concessionaire finds it practical and profitable to do so.

This redraft has necessarily occasioned some change in the language of the concession other than the elimination of the clauses of the previous draft which related exclusively to the obligation to select exploitable areas.

First of all, in paragraph (1) and in order to make the intent of the grant more clear, we have written in a more specific definition of the territories of the Sheikh

E. & G. Syndicate, Ltd.

-2-

March 19, 1930.

by including therein the islands and territorial waters subject to his control. This was the manifest intention of the original draft.

In paragraph (4) there has been incorporated the right to construct, operate and maintain pipelines for the transportation of oil whether the oil be produced in Koweit territory or elsewhere. This change is occasioned by the thought that if harbor facilities and pipelines are constructed for the handling of oil which may be produced in Koweit territory, then it might be more economical to handle oil which might be produced elsewhere through these same facilities. We believe the Sheikh could not for any good reason raise objection to this slight modification, particularly as it would result in perhaps more continuous employment and other benefits which would accrue to him and his people. However, with respect to paragraph (5), please note that the right of the Sheikh to levy an export duty of 1% on the oil exported is limited to oil produced from the territory of Koweit. In this connection I want to point out that the Koweit Concession carrying an export duty on the oil will probably mean that any other mainland concessions will carry a similar export duty running in favor of those within whose territory oil may be produced, and we must guard against the possibility of having such oil subject to a double export duty because of its passing through the territory of the Sheikh of Koweit in the process of exporting.

Clause (8) you will notice is completely rewritten, and there has now been incorporated therein the four conditions which the Colonial Office has dictated as a modification of the Bahrein Concession, and it is our understanding that the Sheikh of Koweit, through the influence of the British Political Resident in the Persian Gulf, will demand that these same clauses appear in the Koweit Concession. In view of the discussions with the Colonial Office and the adjustment of that matter with respect to the Bahrein Concession, we have no objection to there being incorporated in the Koweit Concession the conditions (8)-a-b-c-d as incorporated in the enclosed draft of the concession.

In articles (15) and (16) we have written in the rentals agreed to in a preliminary way with the Sheikh of Koweit during prior discussions with him, and have also written in the minimum royalty in article (17). It is our understanding that even though the concession may ultimately be granted

Harold G. ...
-B. H. ...

E. & G. Syndicate, Ltd.

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March 19, 1930.

covering all of the Koweit territory without the necessity on the part of the concessionaire to make selection of limited areas for exploitation, nevertheless no question will arise with the Sheikh about increasing the minimum royalty payments. With respect to the first and subsequent annual rentals, Major Holmes expressed the hope that he might be able to deal with the Sheikh on the basis herein under discussion without increasing the annual rental payments. However, he anticipated that there might be a desire manifested by the Sheikh to receive some increased rental because of his granting a concession on his entire territory which would be exclusive, and which would preclude the possibility of his granting later concessions to third parties. It was tentatively agreed between us at our above referred to London discussion that the enclosed form of concession had its advantages over the form previously under discussion with the Sheikh, that is to say, the form of October 1929; and in consequence it was agreed that if absolutely necessary to increase the rental to the Sheikh for the first and subsequent years, we would be willing that the first year's rental should be increased to 45,000 rupees, and that subsequent years' rentals would be increased to 30,000 rupees as the absolute outside maximum.

It was Major Holmes' view that if the new form of concession could be obtained there would be no other change than the possible increase in rental, and particularly that there would be no change in respect to the royalty.

Other than the changes hereinabove enumerated and those incident to the different theory on which the concession has been drafted, you will note that the form of the draft concession of October 1929 has been followed verbatim, excepting that with respect to the arbitration clause, paragraph (21), we have written in an additional sentence, being the last sentence of that paragraph whereby the concessionaire will have the right to cure within a reasonable time the alleged defaults whose occurrence had brought about the occasion for arbitration. This you will recall is a provision which we attempted to get the Colonial Office to consent to with respect to the Bahrein Concession, and the Colonial Office in that case refused their assent to such a provision. They apparently based their decision in that case on grounds which they may not regard as similarly applicable to the Koweit Concession; Therefore we suggest to Major Holmes that in the event the granting of the concession

E. & G. Syndicate, Ltd.

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March 18, 1930.

along the lines of this redraft comes up for serious discussion with the Political Resident and the Sheikh, that he previously discuss with the Political Resident this particular feature of paragraph (21) so as to remove, if possible, opposition which the Political Resident might otherwise make to its inclusion.

We make this suggestion for the reason that while the Bahrein Concession arbitration clauses are pretty liberally drafted, the same degree of latitude with respect to the selection of arbitrators and the possibility of prior discussion of an alleged breach does not so clearly exist in the form of concession redraft as herewith enclosed. Consequently, if the arbitration provisions of this present redraft are written into the Koweit Concession, then the Colonial Office could not take exception to the additional sentence to paragraph (21) from the same standpoint and with the same force as they did in the case in the Bahrein Concession. With respect, however, to the balance of section (21) of the enclosed redraft, you will note that this arbitration provision differs quite radically from the liberal terms of the arbitration provisions of the Bahrein Concession, because in this case the neutral arbitrator is named and is not left to agreement between the two partisan arbitrators. From a practical standpoint we would prefer to see the arbitration provisions of the Bahrein Concession used in the final draft of the Koweit Concession, but we are not entirely clear in our minds as to just why it was that agreement was reached in October 1929 with Major Holmes on the present form of article (21) (less the last sentence). Major Holmes himself, I think, will be the best judge as to the wisdom of attempting to further modification of article (21) of the redraft enclosed. We are particularly interested in the Bahrein arbitration provisions because they clearly imply that alleged breaches or defaults must first be notified to the concessionaire, and the parties failing to reach agreement, then and then only, do the arbitration provisions apply; and we are also interested in the provisions of the Bahrein arbitration clauses, because the arbitration process might be rather prolonged through the simple expedient of failing to agree on a neutral arbitrator, which would afford time for further discussion and a further effort to reach an understanding and agreement without arbitration.

We would be interested in hearing from Major Holmes as to his view respecting the above discussion relating to the arbitration clauses.

W. G. M. M.
W. G. M. M.

KUWAIT OIL COMPANY LIMITED

Rules for Compensation in respect of death or injury by accident to British Indian Labour and all other classes of labour under the jurisdiction of His Majesty's Political Agent.

RULE (1) Where death results from the injury

- (a) In the case of an adult a sum equal to 30 months' wages.
- (b) In the case of a minor, 6 months wages.

RULE (2) Where permanent total disablement results from the injury

- (a) In the case of an adult a sum equal to 42 months wages.
- (b) In the case of a minor a sum equal to 84 months wages.

RULE (3) Where permanent partial disablement results from the injury

- (a) In the case of an injury specified in Schedule 1, such percentage of the compensation which would have been payable in the case of permanent total disablement as is specified therein as being the percentage of the loss of earning capacity caused by that injury, and
- (b) in the case of an injury not specified in Schedule 1, such percentage of the compensation payable in the case of permanent total disablement as is proportionate to the loss of earning capacity permanently caused by the injury. The percentage of disability to be assessed and certified by one of the Company's Medical Officers.

EXPLANATION Where more injuries than one are caused by the same accident, the amount of compensation payable under this head shall be aggregated but not so in any case as to exceed the amount which would have been payable if permanent total disablement had resulted from the injuries.

RULE (4) Where temporary disablement results from the injury

Full pay whilst in hospital or undergoing treatment, and thereafter half pay whilst convalescent and until declared fit or classified for benefit under Rules (1), (2) or (3). Payments to be made only on presentation of Company's Medical Certificate.

EXPLANATION "Adult" and "Minor" mean respectively a person who is not, and a person who is, under the age of 15 years.

RULE (5) Compensation will not be paid in respect of any injury to a workman resulting from an accident which is directly attributable to:-

- (a) The workman having been at the time thereof under the influence of drink or drugs.
- (b) The wilful disobedience of the workman to an order expressly given, or to a rule expressly framed for the purpose of securing the safety of workmen.

NOTE The wearing of loose flowing garments whilst working around machines is included under this heading.

Handwritten signature

 B. H. H. H.

-2-

- (c) The wilful removal or disregard by the workman of any safety guard or other device which he knew to have been provided for the purpose of securing the safety of workmen.
- (d) Where an injured workman has refused to be attended by a qualified Medical Officer whose services have been offered to him by the Company free of charge or having accepted such offer has deliberately disregarded the instructions of such Medical Officer, then, if it is thereafter proved that the workman has not been regularly attended by a qualified Medical Officer and that such refusal, failure or disregard was unreasonable in the circumstances of the case and that the injury has been aggravated thereby, the injury and resulting disablement shall be deemed to be of the same nature and duration as they might reasonably have been expected to be if the workman had been regularly attended by a qualified Medical Officer, and compensation, if any, shall be payable accordingly.

NOTE

These regulations will be administered in accordance with the Workmen's Compensation Act 1923 (as modified up to the 2nd July 1934) published and printed by the Government of India (Legislative Department) in the year 1936.

(Sgd.) L.D. SCOTT.



SCHEDULE 1List of injuries deemed to result in
Permanent Partial Disablement

<u>Injury</u>	<u>Percentage of loss of earning capacity</u>
Loss of right arm above or at the elbow	70
Loss of left arm above or at the elbow	60
Loss of right arm below the elbow	60
Loss of leg at or above the knee	60
Loss of left arm below the elbow	50
Loss of leg below the knee	50
Permanent total loss of hearing	50
Loss of one eye	30
Loss of thumb	25
Loss of all toes of one foot	20
Loss of one phalanx of thumb	10
Loss of index finger	10
Loss of great toe	10
Loss of any finger other than index finger	5

Note:- Complete and permanent loss of the use of any limb or member referred to in this Schedule shall be deemed to be the equivalent of the loss of that limb or member.

(Sgd.) L.D.SCOTT.

ABDULLA MULLA SALEH
Official Representative to the
Shaikh of Kuwait.

Kuwait, 18th February, 1937.

Messrs. Kuwait Oil Company, Ltd.,
Kuwait.

Dear Sirs,

I am directed by His Excellency The Shaikh
to acknowledge receipt of your letter No.5200 of
14th instant with enclosures showing the conditions
and rates of compensation to the Kuwaiti Employees
of the Company, which has already been agreed upon
between His Excellency the Shaikh and the Company.

His Excellency The Shaikh thanks you very
much for your confirmation of same.

Yours faithfully,

sgd. Abdulla Mulla Saleh.

KUWAIT OIL COMPANY LIMITED

Procedure governing Compensation to Kuwaiti Employees of the Kuwait Oil Co., Ltd., in respect of death or injuries by accident.

- RULE 1.** Where death results from the injury.
 In the case of an adult or minor, a sum of Rs. 1200.
- RULE 2.** Where permanent total or partial disablement results from the injury.
- (a) In the case of an injury ~~xxx~~ specified in Schedule 1 the amount of compensation specified therein for that injury, and
- (b) In the case of an injury not specified in Schedule 1, such percentage of the full compensation payable (Rs. 1200) as is proportionate to the loss of earning capacity permanently caused by the injury. (That is to say the seriousness of the injury and its effect on the man's capacity for work will be compared with injuries shown in the Schedule and compensation will be assessed proportionately on this comparison). The percentage of disability to be assessed and certified by one of the Company's Medical Officers.
- EXPLANATION.** Where more injuries than one are caused by the same accident, the amount of compensation payable shall be aggregated but not so in any case as to exceed the amount of full compensation (Rs. 1200).
- RULE 3.** Where temporary disablement results from the injury.
 Full pay whilst in hospital or undergoing treatment and thereafter half pay whilst convalescent and until declared fit or classified for benefit under Rules 1 or 2. Payments to be made only on presentation of Company's Medical Certificate.
- RULE 4.** Compensation will not be paid in respect of any injury to a workman resulting from an accident which is directly attributable to:-
- (a) The workman having been at the time thereof under the influence of drink or drugs.
- (b) The wilful disobedience of the workman to an order expressly given, or to a rule expressly framed, for the purpose of securing the safety of workmen.
- Note. The wearing of loose and flowing garments whilst working around machinery is included under this heading.
- (c) The wilful removal or disregard by the workman of any safety "guard" or "other device" which he knew to have been provided for the purpose of securing the safety of workmen.

Handwritten signature

 B. H. H. H.

(d) Where an injured workman has refused to be attended by a qualified Medical Officer whose services have been offered to him by the Company free of charge, or having accepted such offer has deliberately disregarded the instructions of such Medical Officer, then, if it is thereafter proved that the workman has not been regularly attended by a qualified Medical Officer and that such refusal, failure or disregard was unreasonable in the circumstances of the case, and that the injury has been aggravated thereby, the injury and the resulting disablement shall be deemed to be of the same nature and duration as they might reasonably have been expected to be if the workman had been regularly attended by a qualified Medical Officer, and compensation, if any, shall be payable accordingly.

sgd. L.D. Scott.

14 Feb. 1937.

SCHEDULE 1.

COMPENSATION RATES ON "SHARIA" LAW BASIS
AS APPROVED BY H.E. THE SHAICH OF KUWAIT
('Arf' or 'Istalah' arrangement)

FULL COMPENSATION CATEGORY

(1) Death	}	Rs.1,200/-
(2) Insanity		
(3) Total blindness		
(4) Total dumbness		
(5) Total deafness		
(6) Total loss of voice		
(7) Total loss of taste		
(8) Total loss of both hands		
(9) Loss of both feet		
(10) Loss of one eye of one eyed man		
(11) Loss of penis		
(12) Loss of nose		

HALF COMPENSATION

(13) Loss of one hand	}	Rs.600/-
(14) Loss of one foot		
(15) Loss of one eye		
(16) Loss of one testicle		

QUARTER COMPENSATION

(17) Loss of both ears	Rs.300/-
------------------------	----------

ONE EIGHTH COMPENSATION

(18) Loss of one ear	Rs.150/-
----------------------	----------

ONE TENTH COMPENSATION

(19) Loss of one finger or toe	Rs.120/-
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ONE TWENTIETH COMPENSATION

(20) Loss of each tooth	Rs.20/-
-------------------------	---------

(Sgd.) L.D.SCOTT.

14 Feb. 1937

Handwritten signature
 -Bherman-

COPY/

Kuwait,
Persian Gulf.

LTJ/CAPS/26

8th February 1950.

C. A. P. Southwell Esq.,
Kuwait Oil Co. Ltd.,
1 Gt. Cumberland Place,
London, W.1.

Dear Mr. Southwell,

While you were in Kuwait I showed you a letter from Mr. Abdulla Mulla Saleh regarding the K.O.C. assisting in the educating of five students who are now in Egypt, but we did not reach a final conclusion. I now quote below Mr. Abdulla Mulla Saleh's letter:

" I wish to inform you that the Education Department have three students studying medicine and five others taking courses in technical training in Egypt who will complete their courses there this year.

It is the intention of the Education Department to send these students to England for further studies at one of the good universities there. I thought that I may write you this letter and suggest you to mention to Mr. Southwell if the Kuoco will see their way to defray the expenses of these students whilst studying in England. I hope that the Company will approve of this suggestion, and if, I would propose that Mr. Southwell or you will suggest to His Highness during the Jetty Opening ceremony that you would like to send these Kuwaiti students to England to be trained on the Company's account. This gesture, I believe, will please His Highness and his people very much.

With kindest regards,"

This letter opens a subject that is rather difficult, and must admit that I do not know what assistance along these lines is being given by the Oil Companies in Persia, Saudi Arabia and Iraq. However, if they are providing some educational assistance to students in foreign universities, I am of the opinion that it would be worth our while to provide some assistance to Kuwaitis. I suggest that we maintain perhaps three-men-in-a-university.

Yours very truly,

(Sgd) L. T. JORDAN.

LTJ/MHC

Submitted to Directors at Board Meeting
19th April 1950.

KUWAIT OIL COMPANY LIMITED

Directors, for information.

COMPANY CONTRIBUTION TO EDUCATION

Observations have been made from time to time by both Mr. Abdulla Mulla Saleh, His Highness' Official Representative in Kuwait, and Mr. Kemp, His Highness' London Representative, that the Company was not contributing to education in Kuwait in the same way as other Companies - the Anglo-Iranian in Persia and ARANCO in Saudi-Arabia, but this has not been pressed during the period of construction.

The Company has recently started a vocational training scheme for young employees, and 100 young men selected from our present Kuwaiti labour force are under instruction in various trades.

In the field of general education, it is desirable that the Company should work in close collaboration with the Kuwait authorities. So far the Management have taken the line that primary education is a matter for the State authorities, and that the Company activities in this direction will be confined to vocational training.

Recently Mr. Abdulla Mulla approached the Company both through Mr. Jordan and Mr. Kemp for assistance in sending five Kuwaiti students, now studying in Cairo, to British Universities.

Demands for educational assistance will increase, and it is necessary for the Directors to agree on a future policy.

It is recommended that for the time-being our agreement should be limited to the present request on the following basis:-

- (a) That we are prepared to provide assistance to up to five students, but they should have satisfied the examiner that they have reached the standard of education required by a British University.
- (b) That they should also have a recommendation from the Principal of the School at which they are attending that they are otherwise suitable.

It is estimated that the cost of this concession to the Kuwait education authorities will amount to not less than £600 per annum per student, making a total of £3,000 per annum for, say, a maximum of five years.

C. A. P. SOUTHWELL.

13th April, 1950

Handwritten signature

Extract of Minutes of Board Meeting held on
19th April, 1950;

EDUCATION OF KUWAITI STUDENTS

It was decided that a sum of up to £3000 per annum be allocated to cover the cost of higher education in the U.K., at Universities and Technical Colleges, on the basis of a detailed plan to be submitted later.

Kuwait Oil Company Limited

شركة نفط الكويت المحدودة

AHMADI / Copy of document
 KUWAIT signed by Gulf / BP
 ARABIA (Lumpkin + Stochwald)

الاحمدى
 الكويت
 بلاد العرب

Telegram
 KUOCCO KUWAIT

Your Reference

Our Reference

+ State (Jabin) on

8 May / 62

المه (Jabin) have

8th May, 1962.

REGISTER OF COMMERCE NO 7387

التعاون البري

كيوكو كويت

اشارتكم

اشارتنا

قيد السجل التجاري : ٧٣٨٧

الكويت

١ أيار (مايو) سنة ١٩٦٢

صاحب السعادة الشيخ جابر ابن حمد الصباح

وزير المالية واقتصاد

الكويت

يا صاحب السعادة

H.E. Shaikh Jabir al Ahmad al Sabah,
 Minister of Finance and Economy,
 KUWAIT.

Your Excellency,

During the past several weeks representatives of Gulf Kuwait Company and BP (Kuwait) Limited (hereinafter called "the Companies") have, at the request of the State, carried on discussions regarding the voluntary relinquishment by the Companies of a part of the Concession Area. In the spirit of co-operation and goodwill which has always characterised the relations between the Companies and the State, the Companies now agree voluntarily to relinquish to the State:-

- 1) The areas coloured red and marked "A", "B" and "C" on the attached map, totalling 9,262 square kilometres, immediately.
- 11) 1,000 square kilometres, to be selected by the Companies out of the area coloured blue and marked "D" on the map, at the end of five years from the date of this letter.

In relinquishing the areas referred to above, it is understood between the State and the Companies that:-

- 1) All rights and obligations that the Companies have to explore and develop these areas under the Concession will, upon relinquishment, be annulled.
- 11) All other rights and obligations that the Companies have under the Concession will remain unaffected.

تحت اذنا سابع السعادة الطائفة عام
 من قبل من شركة جالكو كويت وشركة المشرق النفطية
 (الكويت) المحدودة (المشاركين) التي يشار اليها باسم
 "الشركتين" ، يطلب من دولة الكويت بمباحثات
 بشأن التخلي عن اختيار، عن قبل الشركتين عن
 جزء من منطقة اختيار، وتحتيا بمرور التعاون
 وحسن النية التي تعززت بها دلائل العلاقات بين
 الشركتين ودولة الكويت فان الشركتين توافقان الآن
 اختاريا، على التخلي لدولة الكويت على :-
 (١) المناطق الطونة بالاحمر والمعلّقة " أ " و
 " ب " و " ج " على الخريطة العنقولة والبالغ
 مجموع مساحتها ٩٢٦٢ كيلومترا مربعا ، فورا
 (١١) ١٠٠٠ كيلومتر مربع تختارها الشركتان من
 المنطقة الطونة بالازرق والمعلّقة " د " على
 الخريطة ، عند انتهاء خمس سنوات من تاريخ هذه
 الرسالة .

واذ تتفق الشركتان عن الظاهر المشار
 اليها اعلاه فان التفاهم القائم بين دولة الكويت
 والشركتين عند ما يلي :-
 (١) ان جميع الحقوق للشركتين والتزامات
 عليهم للتطبيق وتلحق في هذه الظاهر
 بموجب اتفاقية الميثاقه تصبح ، عند التخلي عنها ،
 منتهية .
 (١١) ان جميع الحقوق الاخرى للشركتين
 والتزامات الاخرى عليهم ، بموجب اتفاقية الميثاقه
 ستبقى غير متأثرة .

contd/

Handwritten signature

- 2 -

-Kuwait Oil Company Limited

AHMADI
KUWAIT
ARABIA

Telegrams
KUOOCO KUWAIT

Your Reference

Our Reference

REGISTER OF COMMERCE NO. 1187

- 2 -

111) The State will not itself nor will it allow any other person or company to carry on work in the Port area of Mina-al-Ahmadi as marked on the map in such a way as will interfere with the operation of that port by the Companies or their Agents.

The Companies would appreciate if the State would indicate its acceptance by signing a copy of this letter so that this voluntary relinquishment on the part of the Companies can be implemented by a detailed formal amendment to the Concession Agreement at a later date.

Yours faithfully,

For BP (Kuwait) Limited

G.G. STOCKWELL

For Gulf Kuwait Company

T.D. LUMPKIN

Accepted and agreed for
and on behalf of the
Government of the State
of Kuwait

JABIR AL AHMAD AL SABAH

Encs:- as above

شركة نفط الكويت المحدودة

الاحمدي
الكويت
بلاد العرب

التلغراف
كيو كيو كويت

اشارتكم

اشارتنا

تيد السجل التجاري : ٧٣٨٧

- ٢ -

(٣) ان دولة الكويت لن تقوم بنفسها ولن مع شخص آخر او شركة اخرى، بالقيام عمل في منطقة ميناء الاحمدي، كما هو معلّم بالخريطة من شأنه ان يتدخل في عمليات شركتين او عمليات وكلائهما في ذلك الميناء .

وتكون الشركتان شاكرتين اذا بعثت لجة الكويت ببولها وذلك بالتوقيع على نسخة هذه الرسالة لكي يصبح في المكان ايجاز التخلي الاختيار، من قبل الشركتين بدل مفضل رسمي لاتفاقية الامتياز في غير لاجر .

وتفضلوا سعادتكم بتقبل فائق الاحترام .

شركة المترول الهولندية (الكويت) المحدودة

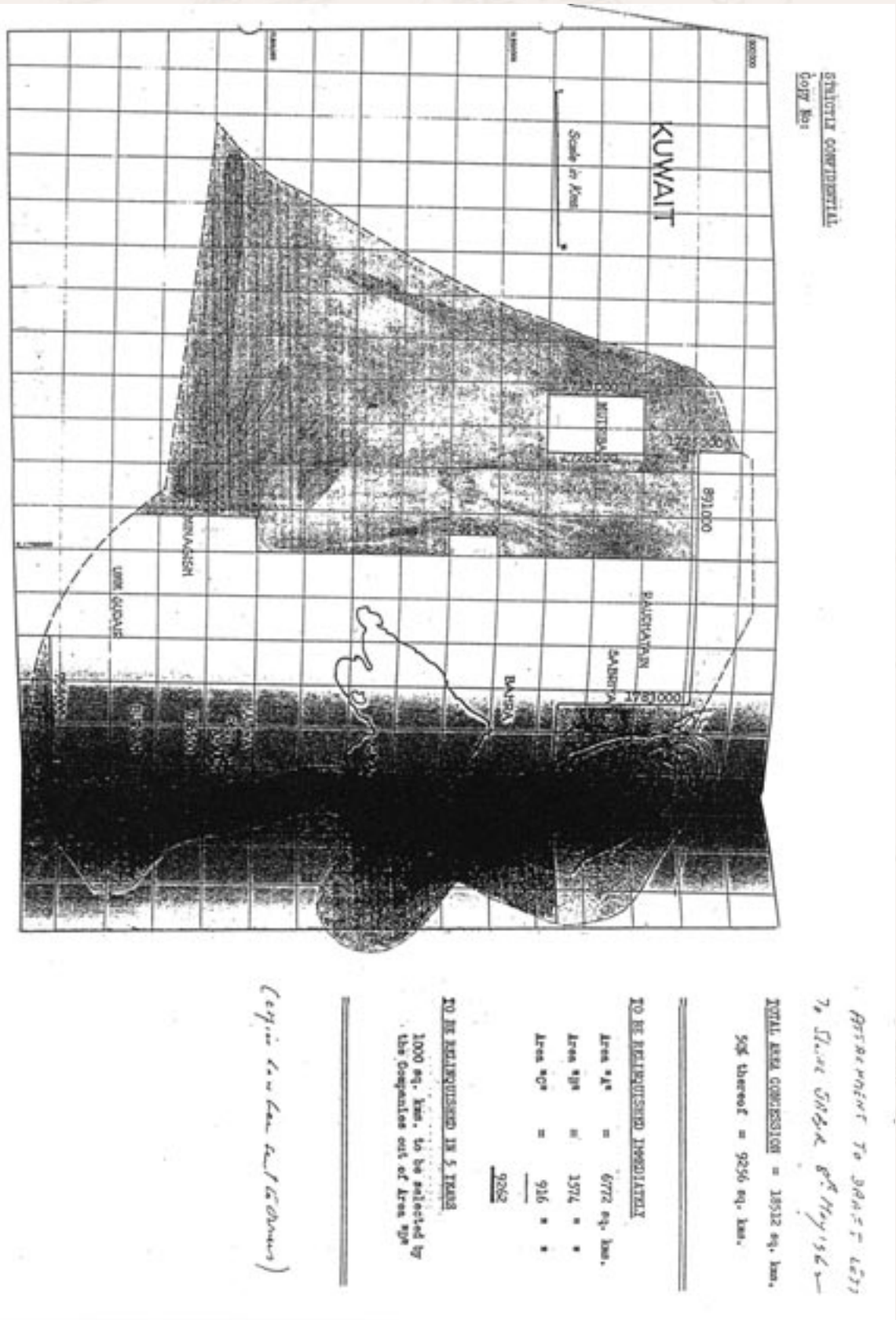
ج . ج . ستوكويل

شركة جالف الكويت

ت . د . لومكين

ت ويؤيد عليها نيابة عن حكومة دولة الكويت

جابر الاحمد الصباح



Handwritten signature

Letter from Kuwait State regarding the Shuaiba development
port area attached to the 1963 Relinquishment Agreement

15th January, 1963

Gulf Kuwait Company,
c/o Kuwait Oil Company Limited,
Burgan House,
105, Wigmore Street,
London, W.1

Gentlemen:

With reference to the Supplemental Agreement relating to relinquishment shortly to be exchanged between His Highness the Amir and BP (Kuwait) Limited and Gulf Kuwait Company, such agreement will be entered into without prejudice to discussions now taking place between the parties relating to the establishment of a harbour for the State's proposed industrial area at or adjacent to Shuaiba. Please acknowledge receipt of this letter.

Yours faithfully,

(Sgd.) Jabir Al-Ahmad As-Subah

Minister of Finance and Economy

Similar letter also addressed to BP (Kuwait) Limited

Register of Commerce No. 7237

Ref: LR.033
28th August, 1966

٧٢٣٧

STRICTLY CONFIDENTIAL

M.E. Business Services & Research Corp.,
P.O. Box 2400,
Beirut,
Lebanon.

For the attention of Mr. Farid Risk,

Dear Sirs,

Further to our letter reference LR.033 dated 27th August 1966 we give below the general areas within which we shall seek your advice and assistance from time to time.

Television

2. We hope to continue and extend our present series of radio and television programmes in cooperation with the Kuwait Television and Radio authorities. The purposes of the programmes broadly are:-

- 2.1 To present an objective picture of the oil industry stressing inter alia its complexity, its capital intensiveness, its indivisibility and its international significance.
- 2.2 To present an objective picture of KOC stressing inter alia its achievements social and operational, its problems in these fields, and its significance to the prosperity and the well being of the State.

3. The programmes are to be a balance of the informative and the topical and we visualize that you will be requested to advise and assist in script writing and more particularly, in animations as required.

4. We anticipate that reimbursement of your expenses for these services would not exceed KD.3600/- during the next twelve months.

Newspaper Articles

5. A number of short articles of about 750 - 1000 words each, will be required for insertion at regular intervals in selected Middle East newspapers from which they can subsequently be lifted for reprinting in Kuwait papers. These articles, not exceeding six in total, would highlight current problems of incidental relevance to KOC. We visualize that you will be requested to develop subjects agreed mutually by us as being appropriate, and to arrange for their publication.

6. We anticipate that reimbursement for your expenses for these services would not exceed KD.900/- in total.

.../2

Harold M...
B. Harman

- 2 -

Special Publications

7. Up to four pamphlet type Arabic/English publications of high quality will be required during the next twelve months, of which at least three will be aimed at the high school and university leaver, stressing the career possibilities in KOC both from the economic and the social stand points.

8. We visualize that you will produce the script, the art work, and the design of these pamphlets from material supplied by us for subsequent printing at KOC expense by the Mughavi Press in Kuwait.

9. We anticipate that reimbursement of your expenses for these services will not exceed KD.1000/- in total.

General Services

10. From time to time we shall require advice and assistance on other public relations matters. We anticipate that reimbursement of your expenses for these services will not exceed KD.1000/- in total.

Travelling Expenses

11. Travelling and board and lodging expenses incurred by BSR staff at the request of KOC will be reimbursed separately as they occur.

12. If the foregoing is acceptable to you will you please sign in the space provided below and return this letter to the undersigned. A signed copy is enclosed for your retention.

Yours faithfully,
for KUWAIT OIL COMPANY LIMITED

A. Leigh-Morgan

A.M. Leigh-Morgan

To Kuwait Oil Company Limited;

We confirm that the above detailed arrangements are acceptable to us.

David A. Reynolds

for M.E. Business Services & Research Corp.

22.4.67

١٩٦٧ / ٤ / ٢٢

H. E. The Minister of Finance and Oil,
Government of Kuwait,
KUWAIT.

محضرة صاحب السعادة
وزير المالية والنفط الموقر ،
حكومة الكويت ،
الكويت

Your Excellency,

نحمة واحتراما وبعد ،

We refer to the Further
Supplemental Agreement between His
Late Highness Shaikh Abdullah al Salem
al Sabah and our Companies dated
17th January 1966 corresponding to
21st Shaaban 1382.

نرجو الرجوع الى * الاتفاقية الاضافية
الاحرى * المعقودة بين المغفور له صاحب
السمو الشيخ عبدالله السالم الصباح وشركتنا
والمؤرخة في اليوم السابع عشر من يناير ١٩٦٦
الموافق لليوم الحادي والعشرين من شعبان
١٣٨٢ .

Article 3 of that Agreement
requires us to notify you of an area
or areas totalling 1,000 square
kilometres selected by us for
relinquishment prior to 8th May 1967
from the area described in the second
part of the Schedule of the Agreement,
and we now have pleasure in notifying
you that the area, the boundaries of
which are defined in the Schedule
attached to this letter, has been so
selected.

ان الهند الثالث من الاتفاقية المذكورة
بمقتضى منا ان نختار قبل حلول اليوم الثامن
من شهر مايو ١٩٦٧ منطقة او مناطق مجموع
مساحتها ١٠٠٠ كيلومتر مربع من المنطقة
المبينة في الجزء الثاني من جدول الاتفاقية
فنتخلى عنها ونبلغ ذلك اليكم ، وانه ليسرنا .
الآن ان نبلغكم ان المنطقة التي عيّنت حدودها
في الجدول المرفق بهذا الكتاب قد اختيرت
لهذا الغرض .

In accordance with the terms
of Article 3 of the said Agreement the
exclusive right of the Companies to
explore search drill for produce and
win natural gas asphalt ozokerite
crude petroleum and their products
and separate substances under Article 1
of the Petroleum Concession Agreement
dated 23rd December 1934 is annulled
in relation to the area defined in the
attached Schedule.

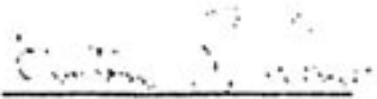
ويستثنى احكام الهند الثالث من
الاتفاقية المذكورة فان حق الشركتين الذي
لا يشاركهما فيه احد في التنقيب والبحث
والحفر لانتاج واستخلاص الغاز الطبيعي
والاسفلت والاوزوكرايت والنفط الخام ومنتجات
هذه المواد والمواد المتصلة بها بموجب
الهند الاول من اتفاقية امتياز النفط المؤرخة
٢٣ ديسمبر عام ١٩٣٤ في المنطقة المحددة
في الجدول المرفق قد اصبح لانها .

Handwritten signature

For ease of identification we also attach a map showing the area described in the said Schedule. Since the coastline of the State of Kuwait is subject to alteration in consequence of silting and erosion, references in the attached Schedule to the coastline shall be deemed to be references to the coastline as indicated by the firm black line in the said map.

Yours faithfully,
for IP (KUWAIT) LIMITED

for GULF KUWAIT COMPANY



وند ارفقنا ايضاً بهذا الساب خريطة
تبين المنطقة المحددة في الجدول المذكور
تسهيلاً لمعرفة المساحة المذكورة . ولما كان
خط الساحل في الكويت عرضة للتغير
بسبب ترسيب الرواسب والتجريف التربة فان الاشارات
في هذا الساب الى الساحل الواردة في الجدول المرفق
تدبرحسب النسبة الى الخط ثابت للساحل قد
تم في الخريطة المذكورة باللون الاسود .

وتعالوا سعادتكم بتقبل فائق الاحترام
واشكركم

المخلص
عن شركة بي بي (كويت) المحدودة

عن شركة جالكويت



This is a plan of the areas referred to in Clauses 2, 3 and 6 of the Further Supplemental Agreement made at Kuwait on the 17th day of January 1963 corresponding to the 21st day of ~~February~~ in the year 1382 between His Highness Shaikh Abdulla Al-Salim Al-Subah of the first part and BP (Kuwait) Limited and Gulf Kuwait Company of the second part.

The areas described in the first part of the Schedule to the said Agreement are for the purpose of identification only more particularly delineated hereon and coloured green.

The area described in the second part of the said Schedule is for the purpose of identification only hatched black.

The area described in the third part of the said Schedule is for the purpose of identification only also marked hereon.

The coast line of the

هذه خرائط للناطق العشار إليها في البنود ٢ و ٣ و ٦ من الاتفاقية الاضائية الأخرى التي تم عقدها في الكويت في اليوم السابع عشر من شهر جينوري عام ١٩٦٣ الموافق اليوم الخامس والعشرون من شهر ربيع الثاني عام ١٣٨٢ للهجرة بين سمو الشيخ عبدالله السالم الصباح كديمق أول وشركة بيهتش بتروليموم (كويت) المحدودة وشركة جالف كويت كديمق ثان .

الناطق الموصوفة في الجزء الأول من الجدول الطلق بالاتحادية المذكورة ، محددة بوضوح أكثر من غيرها وملونة باللون الأخضر في هذه الخرائط بقصد الدلالة عليها فقط . والمنطقة الموصوفة في الجزء الثاني من الجدول المذكور مظللة باللون الأسود للدلالة عليها فقط . والمنطقة الموصوفة في الجزء الثالث من الجدول المذكور معلمة كذلك للدلالة عليها فقط . ان الخط الساحلي لدولة الكويت عرضة للتغير بسبب الرواسب الطينية والتآكل والتحت ، وبناء عليه فان أية اشارة الى

Handwritten signature

- 2 -

مصر

shall be deemed to be ^(C.A.V.de) الخط الأسود بينه
 Coasting as indicated by the استعتبر إشارة السبيل الخط الأسود الواضح
 references to the firm black على الخريطة المشار إليها أصلاً .
 line in the aforesaid plan.

His Highness صاحب السمو الشيخ عبدالله السالم الصباح
 Shaikh Abdulla Al-Salim Al-Subah

..... مصر

Witness شهد لذلك

For BP (Kuwait) Limited من شركة بتروليوم الكويت (المحدودة)

..... M. Pattinson

Witness J. MacDonald

SECRETARY

SECRETARY

For Gulf Kuwait Company من شركة جالف الكويت

..... Donald Simpson

Witness Elston P. Lew

Insertion above initialed by C.A.V. de Candole on behalf of BP (Kuwait) Limited and Gulf Kuwait Company.

Donald Simpson
 SECRETARY

KUWAIT OIL COMPANY LIMITED

ARMADI, *Please note*
KUWAIT,
ARABIAN GULF. *WJ*

8th May 1967

Dear Horace:

I am writing to acknowledge receipt of your memorandum DHS/40 dated 4th May 1967, advising me of the settlement of the latest B.S.R. account.

I would be grateful if you would still continue to direct all correspondence relating to B.S.R. to myself, since for a number of reasons, this has not yet been handed over to Manager (L.R.).

Kindest regards,

Yours sincerely,

A.H. Leigh-Morgan
.....
A.H. LEIGH-MORGAN

H.L. Coxon, Esq.,
Secretary,
Kuwait Oil Company Ltd,
Burgan House,
LONDON. W.1.

CO-ORDINATOR (F. & C.)
& COMPANY SECRETARY
RECEIVED 12/5/67

Handwritten signature

APPENDIX II (12b)

MINISTRY OF FINANCE AND OIL
OIL AFFAIRS

P.O. Box 5077

28th July 1970

To BP (Kuwait) Ltd.
To Gulf Kuwait Company.

Dear Sirs,

With reference to your letter of 28th July, 1970, we agree that the present Gas Agreement of 14th September, 1963 is unsatisfactory particularly with regard to the restrictions imposed on the Government by Clause 4(A) of that Agreement as brought out in our previous discussions to which you refer. The Government, therefore, agrees that the aforesaid Agreement be and is hereby cancelled and the other terms of your letter are acceptable.

Yours faithfully,

for THE MINISTER OF FINANCE AND OIL

APPENDIX II (12a)

28th July 1970

H.E. The Minister of Finance and Oil
Kuwait

Your Excellency,

We refer to our discussions on the Gas Agreement of
14th September, 1963.

It is clear that some of the provisions of this
Agreement are inappropriate in present circumstances, and
others are unsatisfactory to the Government, or to the
Companies. We therefore propose that the said Agreement
should be cancelled, and that discussions should continue
between us with a view to reaching a new understanding on
gas.

Meanwhile, gas will continue to be supplied to the
State at cost of collection as at present and consultation
on gas matters will continue to be dealt with by the
~~existing Gas Committee.~~

Yours faithfully,
for BP (KUWAIT) LIMITED

(Sgd.) J.W.R. Sutcliffe
.....
for GULF KUWAIT COMPANY

(Sgd.) A.R. Martin
.....

Handwritten signature

Handwritten name

APPENDIX II (13)(b)

H.E. The Minister of Finance and Oil
Government of Kuwait
Kuwait

Your Excellency,

We refer to the discussions with Your Excellency on April 3rd, 1971, and have pleasure in confirming that the companies have selected three areas for relinquishment totalling approximately 1152 square kilometres. Accordingly, the exclusive right of the Companies to explore, search, drill for, produce and win natural gas, asphalt, ozokerite, crude petroleum and their products and cognate substances under Article 1 of the Petroleum Concession Agreement dated 23rd December, 1934, will no longer apply in relation to these areas.

The boundaries of the areas are defined in the Schedule attached to this letter, and for ease of identification we also attach a map showing the areas. Since the coastline of the State of Kuwait is subject to alteration in consequence of silting and erosion, references in the attached Schedule to the coastline shall be deemed to be references to the coastline as indicated by the firm black line in the said map.

We also confirm that at the end of 1973, we will select a further area or areas for possible relinquishment in the light of all the information then available.

Yours faithfully,
for BP (KUWAIT) LIMITED

(Sgd.) J.W.R. SUTCLIFFE

for GULF KUWAIT COMPANY

(Sgd.) A.R. MARTIN

Agreed:
Minister of Finance and Oil

15th April 1971

SCHEDULE

The area referred to is in three blocks edged in green on attached map scale 1/250,000, and totals approximately 1,152 sq. kms.

"The rectangular grid referred to herein is the Lambert Metre Grid on the Conical Orthomorphic Projection and is dependent on the trigonometric point K 28 a point in the First Order Triangulation covering the State of Kuwait being in the Latitude $29^{\circ} 03' 42'' 348$ North and in Longitude $48^{\circ} 08' 42'' 558$ East which position converted into rectangular co-ordinates in metres becomes Eastings 1,806,413.3 and Northings 789,791.9".

Block 1 may be defined as follows:

In the North the grid line of 865,000 metres Northing starting from its intersection in the West with the grid line of 1,800,000 metres Easting to its intersection in the East with the low water line of the coast of Bubiyan Island thence

In the East the low water line of the coast of Bubiyan Island starting from its intersection with the grid line of 865,000 metres Northing thence in South Westerly direction following the low water line to its intersection with the grid line of 1,814,000 metres Easting thence South along this grid line to its intersection with the line six nautical miles from the low water base line of the coast of the State of Kuwait in about the grid line of 819,000 metres Northing thence following the line six nautical miles from the low water base line of the coast to its intersection with the grid line of 800,000 metres Northing thence

In the South by the grid line of 800,000 metres Northing starting from its intersection in the East by the line six nautical miles from the low water base line of the coast to the intersection in the West of the grid line of 800,000 metres Northing with the grid line of 1,805,000 metres Easting thence

Hasan Ahmad
-Bahrain-

In the West the grid line of 1,805,000 metres Easting starting from its intersection in the South with the grid line of 800,000 metres Northing thence North along the grid line of 1,805,000 metres Easting to its intersection with the grid line of 830,000 metres Northing thence West along the grid line of 830,000 metres Northing to its intersection with the grid line of 1,800,000 metres Easting thence North along the grid line of 1,800,000 metres Easting to its intersection with the grid line of 865,000 metres Northing the point of commencement

Block 2 may be defined by a line joining the following points whose rectangular co-ordinates in metres are as follows:-

B43	Easting 1,745,000	Northing 850,000
B42	Easting 1,750,000	Northing 850,000
B46	Easting 1,750,000	Northing 840,000
B45	Easting 1,745,000	Northing 840,000

Block 3 may be defined by a line joining the following points whose rectangular co-ordinates in metres are as follows:-

Point 1	Easting 1,750,000	Northing 838,000
Point 2	Easting 1,756,000	Northing 838,000
Point 3	Easting 1,756,000	Northing 800,000
B54	Easting 1,750,000	Northing 800,000



APPENDIX II (13) (a)

BP (KUWAIT) LIMITED

GULF KUWAIT COMPANY

His Excellency The Minister of Finance and Oil
Government of Kuwait
Kuwait

Your Excellency,

This is to confirm that, as was explained to Your Excellency by our representatives on their recent visit to Kuwait, it is the intention of the undersigned Companies, ("the Owners") to propose a work programme for Kuwait Oil Company Limited ("the Operator") as follows:-

1. The Operator shall carry out seismic work in the areas of Mutribah and Bahrah during the calendar year 1972.
2. The Operator shall also carry out exploratory drilling during the calendar year 1973, and shall give consideration to the possibility of carrying out a further programme of seismic work during the same period.

The Owners have voluntarily agreed that following upon and in the light of the results of the work programme mentioned above, they will at the end of 1973 select a further area or areas where future exploration work is not at that time contemplated and shall notify the same to the Ministry of Finance and Oil. Upon such notification the exclusive right of the Companies to explore, search, drill for, produce and win natural gas, asphalt, ozokerite, crude petroleum and their products and cognate substances under Article 1 of the Petroleum Concession Agreement dated 23rd December, 1934, shall be annulled in relation to the area or areas so notified.

Yours faithfully,
for BP (KUWAIT) LIMITED

(Sgd.) J.W.R. SUTCLIFFE

for GULF KUWAIT COMPANY

(Sgd.) A.R. MARTIN



H. E. Abdul Rahman Salim Al Ateeqy
Minister of Finance & Oil
Kuwait

Your Excellency,

We refer to the Agreement on Participation made between the Government and the Companies and dated this 29th January, 1974 and we now write to confirm the further understandings reached between us as follows:

1. Neither of the Companies nor Kuwait Oil Company Limited will be subject to any tax or other financial imposition in Kuwait in respect of any sums paid to them under Article 2 of the said Agreement.
2. Messrs. Peat, Marwick, Mitchell & Co., Chartered Accountants, will be appointed jointly by the Government and the Companies to determine and certify the amount payable to the Government under Article 3 of the said Agreement, including the appropriate interest adjustments thereto, in accordance with instructions to be agreed and given to them jointly by the Government and the Companies.
3. Payment with respect to Articles 2 and 3 of the Agreement on participation will be made by the parties thereto as follows:
 - (a) Within two weeks after the date upon which the Agreement becomes effective, the Government will pay to the Companies the amount of the consideration specified under Article 2, together with interest thereon from 1st January, 1974 to the date of payment.
 - (b) Within two weeks after the said date upon which the Agreement becomes effective, the Companies will make an interim payment in respect of the amount due under Article 3 including the appropriate interest adjustments thereto. The amount of the said interim payment shall be computed on the basis of the Agreement made between the Government and the Companies and the letter exchanged between them, both dated 8th January, 1973. Within two weeks after the amount under Article 3, including all appropriate interest adjustments thereto, has been finally determined, the Companies will pay the balance thereof with interest thereon to the date of payment.
4. The rate for the interest adjustments applicable under Article 2 of the said Agreement and for all interest payable under Article 3 thereof shall be equal, for each period of six months commencing on 1st January or 1st July during which any such interest is payable, to one per cent above the rate certified by the National Westminster Bank, London to be that at which U.S. dollar deposits for those six months are offered in the interbank deposit market in London at noon on such 1st January or 1st July or, if that day is not a business day, on the first succeeding business day.



5. In addition to the provisions contained in sub-Articles 5(i) and 5(iii) of the said Agreement, the following provisions shall apply with regard to the Joint Management Committee:

- (a) The Government and each of the Companies shall have the right to appoint an alternate for any member appointed by it. Such alternate may represent his appointor and act on its behalf at any meeting of the Joint Management Committee from which the member for whom he is an alternate is absent.
- (b) Any member or alternate may be removed and replaced by his appointor at any time. Every appointment, removal or replacement by the Government or either of the Companies shall be communicated promptly to the others of them, the name and address of the appointee being clearly stated in the communication.
- (c) The quorum for any meeting of the Joint Management Committee shall be three, of whom one shall be a member (or alternate) appointed by the Government and one shall be a member (or alternate) appointed by each of the Companies; provided that, if within one hour after the time appointed for the holding of a meeting a quorum is not present, the meeting shall stand adjourned to the third following business day, at the same time and place, and, if at such adjourned meeting a quorum is not present within an hour after the time so appointed but at least one member (or alternate) appointed by the Government and one member (or alternate) appointed by either of the Companies is present, the members (or alternates) so present shall constitute a quorum.
- (d) The Joint Management Committee shall appoint a Secretary who shall be responsible for the arrangement of its meetings, the preparation of agenda and minutes and the coordination of all matters pertaining to such meetings. The costs and expenses of the Secretary and of such facilities and staff as the Joint Management Committee shall authorize shall be borne by the Operating Company.
- (e) Meetings of the Joint Management Committee shall be held at least once in each quarter, provided that a special meeting may be convened at any time upon the request of the Government or either of the Companies. Not less than ten days' notice of every meeting shall be given by the Secretary to all members and alternates by letter, or by telex confirmed by letter.



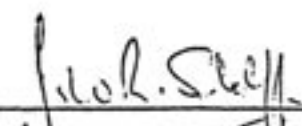
ALC



Except as otherwise decided by the Joint Management Committee, all meetings shall be held in Kuwait. The Government and each of the Companies will bear the travel and other expenses of any member (or alternate) appointed by it.

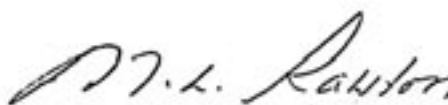
We shall be grateful if Your Excellency will indicate your acceptance of the above provisions by signing the two attached duplicate copies of this letter.

FOR BP (KUWAIT) LIMITED:



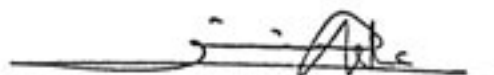
J. W. R. SUTCLIFFE

FOR GULF KUWAIT COMPANY:



M. L. RALSTON

AGREED:



ABDUL RAHMAN SALIM AL ATEEQY
MINISTER OF FINANCE AND OIL

29TH JANUARY, 1974

29th January, 1974

H. E. Abdul Rahman Salim Al Ateeqy
Minister of Finance and Oil
Kuwait

Your Excellency,


This is to confirm the arrangements made between us for the lifting during the first quarter of 1974 of the oil to which the Government will become entitled with effect from 1st January, 1974 on ratification of the Agreement on Participation made between us on 29th January, 1974.

1. If a buyback price can be mutually agreed before 28th February, 1974, the Companies will buy back at such price the balance of the Government's share of permitted production during the first quarter of 1974 after deducting:
 - (a) The quantity of crude oil required by KNPC for product exports,
 - (b) The quantity necessary to enable the Government to meet sixty percent of the requirements of petroleum products for local consumption in Kuwait.
 - (c) Any quantity of crude oil lifted for export by the Government's customers.
2. Alternatively, if by 28th February, 1974 agreement has not been reached on a buyback price, the Companies will deliver to the Government during the period 1st April, 1974 through 31st December, 1975 a total volume of crude oil equal to that which they would have bought under the buyback arrangement under (1) above.

In the event that ratification does not take place within the first quarter of 1974, an amended arrangement will be considered.

We shall be grateful if Your Excellency will indicate your acceptance of the above provisions by signing the two attached duplicate copies of this letter.

FOR BP (KUWAIT) LIMITED:


J. W. R. SUTCLIFFE

FOR GULF KUWAIT COMPANY:


M. L. RALSTON

AGREED:


ABDUL RAHMAN SALIM AL ATEEQY

السيد العزيز

لطفنا بدمتاد
١١٨٠
عيسى
١١٨٠

١٩٧٥ / ١١ / ١٠

السيد وكيل إدارة المحترم
من : لند - لدرشيه فزاج

الموضوع : لقرارات عقد شركة ش
اعتباراً من اول أكتوبر ١٩٧٥

لقتراح ، نه صدور ما توصلت اليه بالمفاوضات مع ش
في الاسبوع الاخير من اكتوبر ، الرد على برفقه الشركة
على النحو التالي :

(١) يوافق على استبعاد الفرض الخاصة بخيا -
الحكومة في الزام ش بتحميل ١٠٪ من الكمية المتقاة
على " فام الخفيف " ، و يذسه يقصر الختم المتقاة
على بيعه " نفاذ كوتيت " محبب

(٢) يوافق على تحميل ش كيه لا يتجاوز ٥٠٠ الف دينار
منه فام الخفيف هذول لفمخبر ايسير ١٩٧٥
للغوا بالذمان المتقاة ، و لكنه كسونه او عمليه
وهيرة واهيره ، و يطبعه على انتم ايسر الجديد للخفيف
الى ١١/١٥٥ دولار/برميل

عماده يطلب منه ش تأكيد شراء هذه الكمية من ايسر ايسر
مجرد الاعتقاد بخيا - شرائي ، و كتحديد مواعيد تحميل
و مقارنات المقارن ، حتى تتطبع المقارن ايسر
البا بائنه مجز الكمية و منه مواعيد و ترتيب الجديد
باشتر و تحميل ش فيم الخفيف بعد منه ايسر .

(٣) يوافق مع انه تكونه كجمله بلفظة عبيد
اعتباراً من اول اكتوبر ١٩٧٥ هـ ٢١٠ الف
برميل/يوم في المتوسط زائد/ناقصاً ٥٠ الف برميل/يوم
كخيار مستندي في كل ربع سنة .

(٤) يوافق مع انه يتم دفع قيمه كميّات لاسمة
قبل مرور ٦٠ يوماً من تاريخ شهر التحصيل

(٥) تؤكد الحكومتان باله لبقديرات اعمده ، بالإضافة
الى قبول شل لبيع الجديدي اى ١١,٢٠٠ دولار/برميل

تعتبر مرضيه للحكومة كما بالنسبة لطبقاته بمقتضى
البند ٤/ (هـ) (ا) (ب) و الناجم عن المفارقات
اى ليه مع اشتراط الامتياز ب ب كويت/ جلف كويت
لتقديم رخصتها في كويت ، وانما ستظل مرضيه
الحكومة ايا ما كانت النتائج التزيميه لهذه المفارقات .

ويطلب من شل نفس التأكيد باله لبقديرات هذه
تقبل شل ايا ما كانت النتائج التزيميه لى شل ايراس
المفارقات مع شل اشتراط محجب ومعموم
التكديده .

ب.هـ

١٤ لجاء هبدا

السيّد ركين لوزارو الحمد
عنه لوفه بلديه تراج

المصونع . نصيحتنه " اسولينيا "

تجدد به رفقه هدا المذكرات لعدة مجروض بله صوم المبره
وتد عرضته على السيّد ركين لوزارو لاسعد (ارفق ديه
والتويبه) مضاف على التوصيه التي تضمنت ، واعداد
الوزم لرفيق البيم ، والاسعاده لوزير ان راسه
ذره .

بهاد التقق بالنظر و لست هتاف في المصونع
صت تتكلم به اقطار لستك في الموعده الحمد

4
11/11/1970

سعادة الوزير
لغنا لوزارو
لغنا شيخ
11/11

ع.ب.ل

١٩٧٥ / ١١ / ٩ ✓

١٤

السيد وكيل لهندسة
التقنية الاقتصادية والتجارية

سنة / عدد / لدية / مزاج

الموضوع : العدد : تقرير لجنة إرسوليبا

١. تأخذ تحميل هذه الشحنة (٦٥٨,٦٧٤ برميل) ٢١
 مائة وأربعة مئة صبيح اول أكتوبر ١٩٧٥ جمادى
 هـ دقيقتي نظرا لظروف خاصة بالتحميل : عدم
 وجود رصيفاتى للتحميل مما أدى الى تأخير البعز
 مدة ٤٤ ساعة ، ثم اضطرار رباننا لطلب
 تكفين سرعة التحميل في الساعة الاخيرة قبل ان يصبها
 (تراجع مذكرة السيد مدير تحرير الموضوع بتاريخ ٧٥/١٠/٢٩)
 - أخذنا بعين الاعتبار الظروف التي احدثت بالموضوع
 مع صبح جو ابليل ، ومع الافضل ختمه ابتداء من
 الذي حدث في انزو تحميلنا ، وكذلك ما ناله سوف
 يتربط مع تأخير التحميل لو طبعه مع اكون ما يطبعه ببقية
 البصير كدة تحميل ، اى ٣٦ ساعة بمرافق ٤٨ ساعة
 من التزام بملامة بدفع عزامة تأخير لمدة ٩ ساعات
 و ٤٥ دقيقة

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١٤٣ / ٥

٣- ليرة من لعمري ١٠٠ ليرة اشحنه بالطلن. بالسز
 الحيد للربع الرابع ١٩٧٥ بينما لم يتجاوز اليه
 المحملة بعد ايسار صباحا من اول أكتوبر ١٨ ألف
 برميل بكثر من محيد لم ٦٥٠٩ الف برميل تقريبا .

٤- مراماه طنن النيه دحن المعالمه مع عيين لام
 من عمود الكون ، فاصه نه ظروف الحين لصبه
 التي سادت الا سابع الاهيزه من سبب ، وكذلك
 ظروف ليرة الربع الرابع التي نه بعد الا ليه عمود
 بوح نام

أرضي بانه يتجاوز لوزاره عند التقييم الحرف للقد
 نه هذه بحاله بالذات ، لا كما بقه ، وانما كسرين
 ظروف فاصه ، وانه ليرة اشحنه بالطلن ونقا للسر
 الكنه نه الربع الثالث من ١٠١٤٦٥ دولار للبرميل

٥- اذا لقت الراس موافقتكم ، يرجى التوجه للاخطا-
 الشركه قبل ١٤ ندمبر الجارس - عمود ليه

ليرة
 ٧٥/١١/٩

مواقفه ونظرة الشركة بنده شرا ب
 محله
 ٧٥/١١/٩

بسم الله الرحمن الرحيم

الكويت في ١٠-٤-١٩٧٦
أشارتنا ٢٢٤٤٤/٤٤٤٤



وزارة النفط

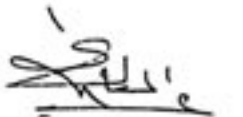
مكتب الوزير

السيد رئيس تحرير مجلة صوت الخليج المحترم

تحية طيبة وبعد ،

بالإشارة الى ما نشر في مجلتكم الغراء بعدد لها الصادر يوم ١٥ يناير ١٩٧٦ تحت عنوان " وزارة النفط تجازى الصحف الاسبوعية " ، نود ان نوضح لكم ما يلي :-
ان وزارة النفط دامت ومن يوم اعلانها وزارة مستقلة على التعامل مع الصحف المحلية سواء اليومية منها او الاسبوعية دونما اي تمييز او تفضيل لبعضها على الآخر .
وبهذا الصدد نود ان نوضح انه عملا بسياسة التسمين الحكومي بخصوص الاعلانات والتي ضبقت في الفترة الاخيرة فان جميع الاعلانات الحكومية بما فيها شركات النفط ترسل لوزارة الاعلام التي تقوم بنشرها بالصحف والمجلات المختلفة .
وحرصا منا على الدور الكبير الذي تضطلع به صحافتنا المحلية على كافة المجالات فانه يسرنا دائما ان نرحب بكل نقد بنا من شأنه ان يحقق المصلحة العامة .

وتقبلوا خالص التحية ،،،


وزير النفط

MINISTRY OF OIL

P. O. Box 5077
Cable Add. : PETROL - KUWAIT
Telex No. " PETROL 2363 KT. "

**وزارة النفط**

ص.ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - كويت
تيلكس (بترول) ٢٣٦٣ كويت

Office of The Minister

مكتب الوزير

Kuwait
Our Ref.

الكويت في ٧ يناير ١٩٦٦
أشارتنا ٥٠٣١ / ٥٠٣١ - ٥٠٣١
٥٠٣١

معالي السيد عبد اللطيف الغساس الموقر
وزير التجارة والصناعة والمعادن والملاحة التجارية
الرباط

تحية طيبة وبعد ،

- تلقت بوافر الشكر والتقدير دعوة معاليكم الكريمة لزيارة المملكة المغربية الشقيقة .
- ويسعدني تأكيداً لأواصر الأخوة والصداقة القائمة بين بلدينا وشعبينا الشقيقين ،
- تلبية دعوتكم لزيارة وطني الثاني المغرب والتي آمل أن تكون في المستقبل القريب ،
- وسنوافيكم بالموعد المحدد في حينه .
- مع قبول أعمق تحياتي القلبية لمعاليتكم ولحكومتكم جلالة الحسن الثاني حفظه الله .

عبد المطلب الكاظمي
وزير النفط

بسم الله الرحمن الرحيم

الكويت في ١٠ يناير ١٩٧٦
أشارتنا رقم ١٠٠٤٤/١٠٠٤٤



وزارة النفط
مكتب الوزير

السيد / أحمد محمد جعفر المحترم
رئيس مجلس الإدارة والعضو المنتدب
شركة نفط الكويت (ش . م . ك)
الأحمد بن ٢٢
الكويت .

تحية ومحبة ،

مشروع استغلال الغاز بالكويت

نشير الى كتابكم المؤرخ ٦ يناير ١٩٧٦ الخاص بالموضوع المشار اليه أعلاه ،
وبسبب ان اكتب اليكم لا بلاغكم موافقتنا على احالة كافة الصلاحيات والمسئوليات المتعلقة
بانجاز وتشغيل مشروع استغلال الغاز بالكويت الى شركة نفط الكويت (ش . م . ك) وذلك
بمفعول فوري ، وباضطلاعكم بهذا المشروع تكونون مسؤولين مباشرة تجاهي كوزير للنفط .

وبهذا اخولكم الاتصال مباشرة بالسيد / هشام حسين العميس بالوزارة في شأن
اتخاذ كافة الاجراءات الكفيلة باتمام احالة المشروع الى شركتكم بما في ذلك نقل جميع العقود ،
والوثائق والقيود المالية ، وغير ذلك من المراسلات المتعلقة بهذا المشروع الى شركة نفط
الكويت (ش . م . ك) ، وكذلك التشاور معه في شأن نقل افراد معينين كانت قد وطعتهم اسم
الوزارة للعمل في هذا المشروع الى شركة نفط الكويت (ش . م . ك) . هذا وارى ان يصبح
تنظيم مشروع استغلال الغاز بالكويت جزءاً لا يتجزأ من تنظيم شركة نفط الكويت القائم حالياً
وأن يدار المشروع بالطريقة عينها التي يدار بها أى مشروع آخر من مشاريعها .

ينرجو ان تعملوا بأسرع ما يمكن على اعداد الميزانية الرأسمالية ووضع الاجراءات اللازمة
لمراقبة التكاليف وتدقيق الحسابات ، بما يكفل تنفيذ هذا المشروع على أفضل وجه ، وأن تشعرونا
خطياً حالما تتم هذه الاجراءات .

وكخطوة مبدئية ارى أن توافونا بتقرير شهرين عن سير العمل في هذا المشروع وأن نستعرض
أموره معنا كلما اقتضت الحاجة لذلك . وفقنا الله لما فيه نجاح المشروع وخير دولة الكويت .

وزير النفط

MINISTRY OF OIL

P. O. Box 5077

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363 KT. "

**وزارة النفط**

م. ب : ٥٠٧٧ - الكويت

العنوان البرقي : بترول - الكويت

تيلكس (بترول) ٢٣٦٣ كويت

Kuwait _____

Our Ref. _____

١١ يناير ١٩٧٢

الكويت في
انارتنا فوز/ك/١-٠٥١

سعادة رئيس مجلس الامة الموقر

تحية طيبة وبعد ،

بالاشارة لكتاب سعادتك رقم ١٦/ب/١-١٥٢٨ بتاريخ ١١/٢٦/١٩٧٥ بشأن
سؤال السيد العضو سعد طامس عن الاسباب التي تدعو الى عدم تطبيق نظام التقاعد
على العاملين الكويتيين في شركة الزيت الامريكى المستقلة (أمن اويل) أسوة بما تم
تطبيقه على العاملين في شركة نفط الكويت . نفيد سعادتك بان موضوع انظمة
التقاعد والادخار من اختصاص وزارة الشؤون الاجتماعية والعمل .

وتفضلوا بقبول فائق الاحترام ،،،

وزير النفط

نسخه : الشؤون الادارية .

MINISTRY OF OIL

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وزارة النفط

ص. ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - الكويت
تيلكس (بترول) ٢٣٦٣ كويت

Kuwait

Our Ref

٢٠١٢ / ١٢ / ٢٢

الكويت في ٢٢ ديسمبر ٢٠١٢

لثابتنا ١٠٠ / ٢ / ٢٠١٢

سعادة رئيس مجلس الامه العوقر

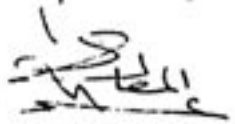
تحية طيبة وبعد ،

بالاشارة الى كتاب سعادتك رقم ١٨٣٢ المؤرخ ١٩٧٦/١/٢٥ والمتضمن
موضوع سؤال السيد العضو سعد فلاح طامي بتزويد بالمعلومات التالية :

- ١ - جميع المناصب الهامة في شركة البترول الوطنية .
- ٢ - اسما شاغلي هذه المناصب وجنسية كل منهم وشهادته العلمية .
- ٣ - عدد الكويتيين الخريجين واسماهم وتاريخ التحاقهم بالشركة والمناصب التي يشغلها كل منهم .

نرفق لسعادتك طيه بيان بالرد على السؤال الموجه الينا .

وتفضلوا سعادتك بقبول فائق الاحترام ...


وزير النفط

نسخة / الشؤون الادارية .

١٤٤٠ / ١٢

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وزارة النفط

ص ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترو - كويت
تيلكس (بترو) ٢٣٦٣ كويت

Kuwait

O. Ref.

الكويت في ...
اشارتنا ...

- ما -

السيد العضو المنتدب ورئيس مجلس الإدارة

شركة نفط الكويت

الأمين

تحية طيبة وبعد ،

يرجى الايعاز الى جهة الاختصاص لديكم كي نتوم بالانحال بالسيد / مراقب السينما
بالتفزيون ليتم التنسيب معه حول انتاج فيلم اعلامي بعنوان " انوا على الكويت"
ودلك في نطاق الخطة الاعلامية لوزارة الاعلام لابرار اشم مناسا .. ومناسات الشركة .

مع اطيب التحيات ،،،

وزير النفط

Handwritten signature
-B. Al-Sayid-

MINISTRY OF OIL

P. O. Box 50777

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2263 KT. "



وزارة النفط

ص. ب : ٥٠٧٧٧ - الكويت

العنوان البرقي : بترو - الكويت

تيلكس (بترو) ٢٢٦٣ كويت

Kuwait

Our Ref

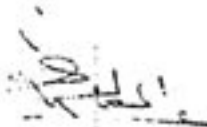
الكويت في ١٢ يناير ١٩٧٦
 اشارة ب. ب. / ك. / ٩٠٩٠

سعادة وزير الدولة لشؤون مجلس الوزراء الموقر

تحية طيبة وبعد ،

بالاشارة الى قرار مجلس الوزراء الصادر بتاريخ ١١/١/١٩٧٦ بشأن
 ايلولة اسهم القطاع الخاص في رأسمال شركة صناعة الكيماويات البترولية
 (ر. م. ك) الى الدولة ، ابعث الى سعادتكم مشروع قانون في هذا الصدد ،
 برحا عرضة على المجلس الموقر تمهيدا لاحالة الى مجلس الوزراء .

وتفضلوا سعادتكم بقبول فائق التحية ،،،


 وزير النفط

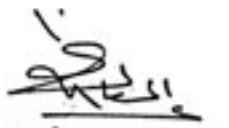
مذكرة ايضاحية

لمشروع القانون رقم لسنة ١٩٧٦
بشأن ايلولة اسهم القطاع الخاص
في شركة صناعة الكيماويات البترولية (س.م.ك) الى الدولة

اقتضت سياسة الحكومة أن تكون للدولة المسؤولية الكاملة في استغلال الثروة البترولية الوطنية ، وذلك لتمتكن الحكومة من الانطلاق في تنظيم قطاع هذه الثروة تنظيميا اقتصاديا متناسقا لاتعيه اعتبارات المصالح الخاصة وتدعيه بما يحتاج اليه من الاموال فيتحقق للبلاد اكبر قدر من التنمية الصناعية وللشعب ، بجميع فئاته ، اكبر قدر من النفع .

وتنفيذا لهذه السياسة فقد صدر القانون رقم ٨ لسنة ١٩٧٥ بأيلولة أسهم القطاع الخاص في شركة البترول الوطنية الكويتية الى الدولة ، ثم تمت ، بتاريخ ١٢/١/١٩٧٥ ، الاتفاقية الخاصة بايلولة جميع الحقوق البترولية لشركة (س.م.ك) (الكويت) المحدودة ولشركة جلف كويت الى الدولة ، وهي الاتفاقية المعروس على مجلس الامة قانون بالموافقة عليها .

واستمرارا في تنفيذ سياسة الحكومة هذه ، فقد كان لزاما ان تقوم الدولة ، ايضا ، باكتساب نصيب القطاع الخاص في الشركات البترولية الاخرى التي للدولة اقلية رأسمالها . ومشروع القانون المقدم يحقق ذلك فيما يتعلق بشركة صناعة الكيماويات البترولية (س.م.ك) التي يمتلك القطاع الخاص ٥٦٢١ ٪ من رأسمالها ، وتنطوي الحكومة الباقى منه . وقد جرى القانون على النمط الذي اخذ به القانون رقم ٨ لسنة ١٩٧٥ بشأن ايلولة اسهم القطاع الخاص في شركة البترول الوطنية الكويتية الى الدولة ، من حيث تقدير قيمة التعويض ، ان اخذ بأخر سعر تم التعامل به لتلك الاسهم ، وهو ٤.٩ د.ك للسهم ، يضاف اليه مبلغ دينارين عن ربح سنة ١٩٧٥ ، كما اسسند القانون الى المجلس الاعلى للبترول اختصاصات الجمعية العمومية العادية وغير العادية للشركة ، وذلك تمهيدا لاتخاذ الاجراءات الموحدة لتنظيم القطاع البترولى تنظيميا متناسقا ومتكاملا .


وزير النفط

قانون رقم لسنة ١٩٧٦
بشأن املولة اسهم القطاع الخاص
في شركة صناعة الكيماويات البترولية (ش. م. ك) الى الدولة

نحن صباح السالم الصباح امير الكويت
بمعدن الطلاع على المواد ٢٠ ، ٢١ ، ٦٥ من الدستور ،
وعلى القانون رقم ١٥ لسنة ١٩٦٠ بامدار قانون الشركات التجارية ،
وعلى المرسوم الصادر بتاريخ ٢٦ اغسطس ١٩٧٤ بانشاء المجلس الأعلى
للپترول ،
وافق مجلس الامة على القانون الاتى تصه ، وقد صدقنا عليه واصدرناه

مادة اولى .

تؤول الى الدولة ملكية جميع اسهم شركة صناعة الكيماويات البترولية (ش. م. ك)
السلوكة للقطاع الخاص ، وقدرها (٥٦٢١٥) فى المائة من الاسهم التى يتكون منها
رأس مال الشركة .

مادة ثانية

تعوض الدولة مالكي اسهم القطاع الخاص المسجلين فى سجل الشركة عند العمل
بهذا القانون بمبلغ تسعة واربعين دينارا كويتيا عن كل سهم ، كما يدفع مبلغ
دينارين عن كل سهم مقابل ارباح عام ١٩٧٥ .

مادة ثالثة

يؤخذ المبلغ اللازم لتعويض حملة الاسهم المشار اليهم فى المادة السابقة
من المال الاختياطى للدولة .

مادة رابعة

تنشر الشركة فى مباشرة اصالها لشركة تجارية طبقا لنظامها الاساسى دون التقيد
بالقوانين واللوائح المطبقة على الحكومة ، ويتولى المجلس الأعلى للپترول اختصاصات
الجمعية العادية وغير العادية المنصوص عليها فى نظام الشركة الاساسى وقانون الشركات
التجارية

مادة خامسة

على الوزراء ، كل فيما يخصه تنفيذ هذا القانون ويعمل به من تاريخ نشره
فى الجريدة الرسمية .

امير الكويت

MINISTRY OF OIL

P. O. Box 15077

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363 KT. "

**وزارة النفط**

ص. ب : ٥٠٧٧ - الكويت
 العنوان البرقي : بتروول - كويت
 تيلكس (بتروول) ٢٣٦٣ كويت

Kuwait 25 JAN 1976
 Our Ref. Mc/3/4-2-58

الكويت في ٢٥ يناير ١٩٧٦
 اشرافنا ٤١٤/١٤١٤

Mr. J.B. Sunderland,
 President,
 American Independent Oil Co.,
 50 Rockefeller Plaza,
 New York 20, N.Y.,
 U. S. A.

Dear Mr. Sunderland,

We refer to several previous discussions between the Ministry's officials and Aminoil's and our telex of October 2, 1975 and your letter of October 4, 1975.

We propose to have a meeting with you in Kuwait on Monday, February 23, 1976, to discuss the issues raised and review the relationship between the Government and Aminoil since 1974 with a view to bringing it into conformity with the terms and conditions prevailing in the area since then.

Please confirm that the date proposed is convenient to you.

Best regards,

السيد جي. بي. سندرلاند المحترم
 رئيس شركة الزيت الأمريكية المستقلة
 ٥٠ روكفلر بلازا
 مدينة نيويورك ٢٠ - ولاية نيويورك
 الولايات المتحدة الأمريكية

تحية واحتراما وبعد ،

نود الاشارة الى مختلف المباحثات السابقة
 فيما بين موظفي وزارة النفط وموظفي شركتكم ، وكذلك
 الى البرقية المؤرخة ١٠/٢/١٩٧٥ وكتابتكم المؤرخ
 ١٠/٤/١٩٧٥ ، وعليه فاننا نقترح الاجتماع بكم
 في الكويت يوم الاثنين الموافق ٢٣/٢/١٩٧٦ ،
 وذلك لمبحث المسائل المثارة وندارس العلاقات
 القائمة بين الحكومة وشركتكم منذ عام ١٩٧٤ ، ولا
 يخفى أن الهدف من ذلك هو تحقيق التوافق
 والانسجام مع الشروط والظروف السائدة في المنطقة
 منذ ذلك التاريخ .

لذا يرجى أن تؤكدوا لنا بأن الموعد المقترح
 مناسب لكم .

مع خالص التحية ،،،

وزير النفط
 Minister of Oil

MINISTRY OF OIL

P. O. Box 5077
 Cable No. : PETROL - KUWAIT
 Telex No. " PETROL 3363 KT. "



وزارة النفط

ص.ب : ٥٠٧٧ - الكويت
 العنوان البرقي : بترو - كويت
 تيلكس (بترو) ٢٣٦٣ كويت

Office of The Minister

مكتب الوزير

Kuwait -
 Our Ref.

الكويت في ١٧ يناير ١٩٧٢
 اشارتنا : ٥٤/٩/١٠٩

صاحب السعادة الاح الشيخ احمد زكي يماني وزير البترول والثروة المعدنية الموقر
 الرياض - المملكة العربية السعودية

تحية وتقدير .

يسرني ان اكتب لكم هذه الرسالة لاتناول واماكم افكارا وخوارج تدان بالتقدير من قبل دولة الكويت ، راجيا من وراء ذلك وضع اسر ثابتة للتنسيق والتعاون ما بين اقطار الخليج العربي ، والتي تعود بالفائدة على جميع الاطراف المشتركة بها .

ان الثروات النفطية لاقطار الخليج العربي تعتبر في الوقت الحاضر اهم المقومات الاساسية لحاضر ومستقبل هذه الاقطار ، وحيث ان جميع دول الخليج العربي تمتلك الآن غالبية ثرواتها النفطية سواء عن طريق السيادة الكاملة او عن طريق المشاركة الغالبة ، وحيث ان هدفنا جميعا هو استغلال هذه الثروة لصالح الفرد العربي ، لذلك نسرون ان النقاط التالية جديرة بالاهتمام :

- ١ - ان تصنيع النفط وشتقاته هو الهدف الاساسي الذي تسعى اليه جميعا ، نستطيع ان نستغل هذه الثروة استغلالا شاملا .
- ٢ - ان قيام صناعات متكاملة وتناسقة في اقطار الخليج العربي هو الضمان الاول والمؤكد لعدم تعارض المصالح في المستقبل ما يؤدي الى انخفاض اسعار المنتجات والصناعات الكيماوية ، وان الدراسات الاقتصادية السريعة هي التي تقرر موقع كل صناعة بحسب منفردتها .
- ٣ - ان دراسة السوق العالمية والتنبؤ الصحيح بمدى استيعاب هذه السوق للمنتجات النفطية امر يجب ان يسبق اي اقدام على انشاء اية صناعة نفطية .
- ٤ - ان تنمية الموارد البشرية وتأهيلها وتدريبها على الصناعات النفطية امر ضروري لايقا الشعب العربي لزيادة كفاءتهم وسهولتهم في هذا المجال ، ونحن نوفر العمل لهم .
- ٥ - ان دخول اقطار الخليج العربي في مناسبات مشتركة واستثمارات متوازنة يحسن اعدادنا في تخفيض التكلفة الحقيقية لهذه الصناعات ، ويزيد من قدرة هذه الدول على سداية التحدي العلمي الذي يزداد يوما بعد يوم .

MINISTRY OF OIL

P. O. Box 5077
Cable Add. : PETROL - KUWAIT
Telex No. - PETROL 2363 KT. "



وزارة النفط

ص.ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - الكويت
تيلكس (بترول) ٢٣٦٣ كويت

Office of The Minister

مكتب الوزير

Kuwait
Our Ref.

- ٢ -

الكويت في
اشارتنا

ان هذه النقاط السابقة تشكل في مجموعها الافكار التي ارجب في تبادل وجهات
النظر فيما بيننا ، واني على استعداد لحضور اي اجتماع يختار بذلك ، لكي نصل الى
الهدف الذي نتفق عليه جميعا .
واني رغبة من - دولة الكويت - في بذل الجهد لاتمام اية خطوات تكملية لهذه
الافكار قد طلبت من المختصين في القطاع النفطي لدينا بالاهتمام في استكمال الدراسات
التصميمية لدولة الكويت انتظارا لردكم ومقترحاتكم بهذا الشأن ، آمل ان اطلع راكم
في خلال شهر فبراير ١٩٧٦ .

وتفضلوا سعادتم بقبول واقر شكري وتحياتي ..

عبدالمطلب الكاسي
وزير النفط

الاديس بتونج
وزير

وجهت هذه الرسالة بتاريخ ١٥/١/١٩٧٦
الى اصحاب الصناعة والمعالى :

الجمهورية العراقية	تاهه عبدالكريم
دولة قطر	عبدالمعز آل ثاني
الامارات العربية المتحدة	مانع سعيد العتيبه
البحرين	يوسف الشيراوي
سلطنة عمان	سعيد احمد الشفري

نسخة الى / وزارة الخارجية .

Handwritten signature

بسم الله الرحمن الرحيم

الكويت في ١٠ شباط ١٩٧٦
اشار تنا دربر الاله / ٦/١١



وزارة النفط
مكتب الوزير

السيد رئيس مجلس ادارة شركة البترول الوطنية المحترم
الكويت

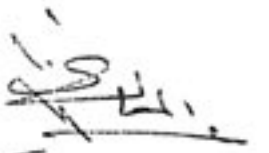
بعد التحية ،

الموضوع: توحيد عمليات تسويق المنتجات البترولية محليا في الكويت

اشارة الى كتابكم بتاريخ ١٩٧٥/١٢/٣٠ بخصوص الموضوع اعلاه ، نود اعلامكم
بالموافقة على دمج نشاطات تسويق المنتجات اللازمة محليا للسيارات والسفن مع نشاطات
تسويق وقود الطائرات محليا لتعمل به خلال شركة واحدة .


يرجى اتخاذ الخطوات اللازمة لذلك .

مع اطيب التمنيات ،،،


وزير النفط

بسم الله الرحمن الرحيم

REPUBLIC OF IRAQ
MINISTRY OF OIL
Cable Address "NAFTIYAH" Baghdad



الجمهورية العراقية
وزارة النفط
العنوان البرقي ، نفطية ، بغداد
رئاسة الدائرة الاقتصادية
مديرية المناجم والموثرات

Ref:
Date:

العدد :
التاريخ :

معالي السيد عبد الحليم الكاظمي المحترم
وزير النفط
الكهيت

تعبية ايدي: واحد ،

تسلمت مع الشكر رسالتكم المؤرخة في ١٧/١/١٩٦٦ ، والتي تقترحون فيها تبادل وجهات النظر فيما يتعلق بوضع اسس ثابتة للتنسيق والتعاون بين الاقطار العربية العاملة على الخليج العربي في مجال الصناعة النفطية . انني ، ان اؤميد الافكار الواردة في رسالتكم معاليكم ، حيث اراد ان التنسيق والتكامل في مجال استغلال الثروة النفطية هو البديل الافضل الذي يمكن ان نلجأ اليه سريعا وانتاجية عالية في مجال تصنيع الحديد و الكربونات وتسيقيها ، اود ان اؤكد بان العراق يستند اتجاها ، التنسيق بما يحقق التكامل الاقتصادي العربي . كما اود ان اوجه دعوة لعقد الاجتماع المقترح بين السادة وزراء نفط الاقطار العربية الخليجية في بغداد في اوقات يرونها مناسبة بغية بحث الموضوع ومولا الى الاجراءات التي تتخذ هذه الاقطار بصورة خاصة والامة العربية بصورة عامة .

وتفضلوا بقبول فائق الاحترام والتقدير .

حسينة المند

وزير النفط

الرقم ٩١٧/١٤٥
التاريخ ١١/٤/١٩٦٦
الموافق ١١/٤/١٩٦٦
المرفقات

المملكة العربية السعودية
وزارة البترول والثروة المعدنية
مكتب الوزير

معالي الاخ عبدالمطلب الكاظمي وزير النفط بدولة الكويت الشقيقة، الموتر

بعد التحية والتقدير .

تلقت رسالتكم رقم ٥٤/٦٦ - ١٠٦ بتاريخ ١٧ يناير ١٩٦٦ التي ضمنوها أفكاركم القيمة بصدد التنسيق والتعاون بين اقطار الخليج العربي ، والحقيقة ان تلك الافكار كانت ضمن الاهداف التي دعت بالملكة العربية السعودية ودولة الكويت ولبيها الى انشاء منظمة الاقطار العربية المصدرة للبترول حيث ورد في العادة الثانية من اغاثة المنظمة مايلي :-

* هدف المنظمة الرئيسي هو تعاون الاعضا في مختلف اوجه النشاط الاقتصادي في صناعة البترول وتحقيق اوثق العلاقات فيما بينهم في هذا المجال وتقرير الوسائل والوسيل للمحافظة على مصالح اعضائها المشروعة في هذه الصناعة ، منفردين ومجتمعين ، وتوحيد الجهود لتأمين وصول البترول الى اسواق استهلاكه بشروط عادلة ومعقولة وتوفير الظروف الملائمة لرأس المال والخبرة المستثمرين في صناعة البترول في اقطار الاعضا .

وتحقيقاً لذلك تتوخى (المنظمة) على وجه الخصوص :-

- أ - اتخاذ الاجراءات الكفيلة بتنسيق السياسات الاقتصادية البترولية لعضائها .
 - ب - اتخاذ الاجراءات الكفيلة بالتنسيق بين الانظمة القانونية المعمول بها في الاقطار الاعضا الى الحد الذي يمكن (المنظمة) من ممارسة نشاطها .
 - ج - مساعدة الاعضا على تبادل المعلومات والخبرات واتاحة فرص التدريب والعمل لمواطني الاعضا في اقطار الاعضا التي تتوفر فيها امكانيات ذلك .
 - د - تعاون الاعضا في حل ما يعترضهم من مشكلات في صناعة البترول .
 - هـ - الافادة من موارد الاعضا وامكانياتهم المشتركة في انشاء مشروعات مشتركة في مختلف النشاط في صناعة البترول يقوم بها جميع الاعضا او من يرغب منهم في ذلك . *
- لذا فانني اترح تدارس الأمر بين دول الخليج المعننة من خلال الاجتماعات القادمة لتلك المنظمة .

وزير البترول والثروة المعدنية

ولمعاليكم فائق تحياتي وتقديري .

احمد زكي يماني

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



مكتب الوزير

الرقم ٥٩٠٢
١٩٧٦/٧/٥١/م
التاريخ ٨ مارس، ١٩٧٦
٩ فبراير، ١٩٧٦ م

معالي الأخ عبد المطلب الكاظمي الموقر،
وزير النفط،
دولة الكويت .
تحية طيبة وبعد ،

أشير الي كتاب معاليكم رقم :ون/٩-٥٤/١٠٧٠٠٠، المؤرخ
في ١٧/١/١٩٧٦م بشأن الدعوة لوضع أسس شايبة للتحسينيق
والتعاون بين أقطار الخليج العربي في مجال الصناعات
النفطية .

ويسعدني أن أشارك معاليكم الحظرة حول كل المنطلقات
الأسامية التي جاء على ذكرها كتابكم ، وكذلك ملاممة
الوقت للبندء بخطوات عملية ومحددة لترجمة الدعوة
للتحسينيق لقيام صناعات متكاملة قادرة على الحياة في
أقطار الخليج الي واقع ملموس .

وعلى ذلك فأنا أيضا على استعداد لحضور أي اجتماع
يخلق على عقده للداول في هذا الأمر الحيوي .

وتفضلوا معاليكم بقبول وافرا التحية والتقدير .

عبد العزيز بن خليفة آل ثاني،
وزير المالية والبتترول.

Handwritten signature of the Minister of Oil and Electricity.

STATE OF BAHRAIN
MINISTRY OF DEVELOPMENT AND
INDUSTRY
P. O. Box 235



دولة البحرين
وزارة التنمية والصناعة
ص.ب ٢٣٥

No. :

الرقم ٧٦/٢٣/٥/٧٦

Date:

التاريخ ١٩٧٦/٢/٤

صاحب السعادة الاخ عبدالعظيم الكاسبي المحيد.....
وزير النفط - دولة الكويت
تحية طيبة وبعد //

بالاشارة الى كتابكم المؤرخ في ١٧ يناير ١٩٧٦
بشأن وضع اسس ثابتة للتنسيق الصناعي بين دول الخليج
الشقيقة ، نود ان نخطركم انكم عن استعدادنا لخدمتكم
اي اجتهاد يحقق رغبة الاخوان الوزراء المعه نيين وذلك لأننا
نولي موضوع التنسيق الصناعي اهمية كبرى خاصة في هذه المرحلة
المرحلة من بناء الاسس الصناعية لدولنا المتناقة .
هذا ونشكركم سعاداتكم بقبول وافر التحيات والاحترام //

اخوك.....

يوسف احمد الشيراوي
وزير التنمية والصناعة

Handwritten signature
Bahrain

بسم الله الرحمن الرحيم

الكويت في ٦ مارس ١٩٧٦
اشارتنا مؤرخاً/٤٤٥١١٦٦



وزارة النفط

مكتب الوزير

سعادة وزير الخارجية الموقر

تحية طيبة وبعد ،

بالإشارة الى الكتب التي وجهت الى الاخوة أصحاب السعادة وزراء النفط في اقطار الخليج العربي والمملكة العربية في ١٧ يناير ١٩٧٦ ، حول وضع اسس تاهتسه للتنسيق والتعاون بين اقطار الخليج العربي ، بما يعود بالفائدة على جميع الاطراف المعنية .

أرفق لكم طيه صوراً من الردود التي تسلمناها حتى تاريخه .
ولا بد لي بهذا الصدد من الاشارة الى الدور الكبير الذي يمكن أن تقوم به وزارتك الموقرة في سبيل تدعيم وانجاح الاهداف المرجوة لهذا التعاون .
هذا وسنوافيكم بما يستجد لدينا بهذا الخصوص.

مع أطيب التمنيات ،،،

وزير النفط

MINISTRY OF OIL

P. O. Box 5077

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363 KY. "

**وزارة النفط**

ص. ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - الكويت
تيلكس (بترول) ٢٣٦٣ كويت

Kuwait 7 MAR 1976
Our Ref. _____

الكويت في ٧ مارس ١٩٧٦
الشارع ١٧٥ - ٢/٢/١٦/٢/١٦

Mr. Takeo Soiri,
Representative in the State
of Kuwait,
Arabian Oil Co.Ltd.(Japan),
P.O. Box 1641,
KUWAIT.

السيد تاكيسو سويري
ممثل شركة الزيت العربية المحدودة (اليابان)

Greetings:

تحية وهدوء ،

Re: Power of Attorney

With reference to your letter No.KGF/P/4-57 dated 17th February, 1976, concerning the appointment of our Government Director as our agent to attend the 18th Annual General Meeting of Shareholders to be held in Tokyo on 31st of March, 1976.

We enclose herewith a Power of Attorney, appointing Mr. Ali Khalifa Al-Sabah as Kuwait Government representative in the above mentioned meeting, and to follow up or conclude such a meeting; also authorizing him to vote on her behalf.

With best regards,

بالاشارة الى كتابكم رقم ك ج ف / ٤ - ٥٧ بتاريخ ١٧ فبراير ، ١٩٧٦ بشأن تعيين ممثلنا الحكومي المفوض لحضور الاجتماع السنوي العام الثامن عشر لحملة الاسهم المزمع عقده في طوكيو بتاريخ ٣١ مارس ١٩٧٦ .

نرفق طيه وثيقة تفويض بتعيين السيد علي خليفة الصباح ممثلا لحكومة الكويت في الاجتماع المنوه عنه ، ولمتابعة أو انهاء مثل هذا الاجتماع ، كما حولته حقيق التصويت نيابه عنها .

مع أطيب التمنيات ...

وزير النفط

Minister of Oil

Enclo: 1

MINISTRY OF OIL

P. O. Box 5077
Cable Add. : PETROL - KUWAIT
Telex No. " PETROL 2163 KT. "

**وزارة النفط**

من.ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - الكويت
تيلكس (بترول) ٢٣٦٣ كويت

Kuwait 7 MAR 1976
Our Ref.

الكويت في ٧ مارس ١٩٧٦
اشارتنا

POWER OF ATTORNEY

The Government of the State of Kuwait do hereby appoint Mr. ALI KHALIFA AL-SABAH as their agent and authorise him to act on their behalf as follows:

To attend the 18th Annual General Shareholders Meeting of the Arabian Oil Company Ltd. (Japan), and any continuation or adjournment thereof, and to exercise the right of voting.

Government of the State
of Kuwait

وثيقة تفويض

عينت حكومة دولة الكويت السيد /
علي خليفة الصباح ممثلاً لها وخولته نيابة عنها
القيام بالاعمال التالية :

حضور الاجتماع السنوي الثامن عشر لحملته
اسهم شركة الزيت العربية المحدودة (اليابان)
ومتابعة او انها* مثل هذا الاجتماع ،
وخولته حق التصويت نيابة عنها .

حكومة دولة الكويت

MINISTRY OF OIL

P. O. Box 5077
Cable Add. : PETROL - KUWAIT
Telex No. " PETROL 2363 KT. "

بسم الله الرحمن الرحيم

**وزارة النفط**

مس - ب : ٥٠٧٧ - الكويت
العنوان البرقي : بتروول - كويت
تيلكس (بتروول) ٢٣٦٣ كويت

Kuwait
Our Ref.

٢٧ تموز ١٩٧٦

الكويت في رحمة ربيع بلال ١٩٧٦

اشارتنا ١٩١ - ١٩٧٦ / ١٩٧٦

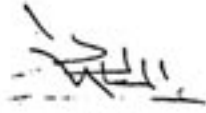
السيد رئيس مجلس الادارة والعضو المنتدب المحترم
شركة نفط الكويت
الاحمدى

تحية طيبة وبعد ،

أفادتنا جامعة الكويت بكتابها رقم ٤٠٨٢ المؤرخ ١٩٧٦/٣/٢١ بأن قسم
الجيولوجيا فى الجامعة يرغب القيام بزيارة علمية لطلبة قسم الجيولوجيا وعدد هم (٢٦)
الى دائرة الجيولوجيا ومركز العينات الجيولوجية ، مركز تجميع النفط ، بشرحقن ومعرض
الشركة وذلك يوم ٣١ ربيع الثانى ١٣٩٦ هـ ، الموافق ١٩٧٦/٤/٢١ م .

يرجى اتخاذ الاجراءات المناسبة لتنظيم هذه الزيارة وتسهيل مهمتها
هؤلاء الطلبة .

مع أطيب التمنيات ،،،


وزير النفط

نسخه للشئون الادارية

ح / ع / ت ب .

MINISTRY OF OIL

P. O. Box 5077

Cable Add. : PETROL - KUWAIT

Telex No. " PÉTROL 2363 KT. "

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



وزارة النفط

ص. ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - كويت
تيلكس (بترول) ٢٣٦٣ كويت

Kuwait _____

Our Ref _____

٢ مارس ١٩٧٦

الكويت في عتمة سبغ بالبول ١٩٧٦

الثلاثاء - ١٣ / ٣ / ١٩٧٦

سعادة رئيس مجلس الامة الموقر

تحية طيبة وبعد ،

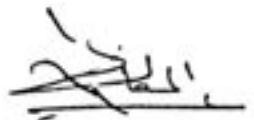
الموضوع : الاجابة على سوال السيد العنوخلف هضيان العتيبي

بالاشارة الى كتاب سعادتكم الرقم ١٩٨١ المؤرخ في ١٩٧٦/٢/٢١ بشأن
الموضوع المبين اعلاه .

اود احاطتكم علما بأن عدد الموظفين الكويتيين بالوزارة " ١٣٤ " موظفا منهم
" ٥٢ " موظفا جامعا وعدد " ٨٣ " موظفا غير جامعي وعدد المستخد من الكويتيين العاملين
بالوزارة " ٤٣ " مستخدما .

مرفق طيه كشونفا بالموظفين والمستخد من وتاريخ تعيينهم ووظائفهم ومراتبهم .

وتفضلوا بقبول فائق الاحترام ،،،،


وزير النفط

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

٢١ ربيع الثاني ١٣٩٦هـ

الكريت في ١-٢-١٩٢٦

إشارتنا وسرهم

١١١٢



وزارة النفط

مكتب الوزير

سعادة رئيس مجلس الأمة الموقر

مجلس الأمة

تحية طيبة ومعودة ،

الموضوع : سؤال السيد العضو / سالم خالد المرزوق

نشير الى كتاب سعادتكم رقم ١٩/٦/١-٢١٨٦ المؤرخ فـسـي
٢٧ ربيع اول ١٣٩٦ هـ الموافق ٢٨/٣/١٩٢٦ م بشأن الموضوع أعلاه
ونرفق طيه جوابنا على سؤال السيد العضو .

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

٢١ ربيع الثاني ١٩٧٦م

الكويت في ٢١ أبريل ١٩٧٦

اشارتنا من / ١١١٣



سرى جدا

وزارة النفط
مكتب الوزير

سعادة رئيس مجلس الأمة الموقر

تحية طيبة وبعد ،

ارفق لكم مع هذا تقريرا لاحتياطي الكويت من النفط والغاز لاطلاع سعادتكم واطلاع من ترون ضرورة اطلاقه عليه من اعضاء المجلس الموقر ، مع مراعاة ما يتصف به هذا التقرير من الحرمة .

وتفضلوا بقبول فائق التحية ،،

Handwritten signature
B. Al-Rumayh

MINISTRY OF OIL

P. O. Box 5077

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363 KT. "

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

**وزارة النفط**

ص : ب : ٥٠٧٧ - الكويت

العنوان البرقي : بترول - الكويت

تيلكس (بترول) ٢٣٦٣ كويت

Kuwait ٢١ أبريل ١٩٧٦

Our Ref. _____

الكويت في ٢١ أبريل ١٩٧٦

اشارتنا ٤١٧٤ / ٢١ / ٤٠٧٧

حضرة الغاضل رئيس مجلس الادارة والعضو المنتدب

شركة نفط الكويت

الأحمدى

تحية وبعد ،

نفيدكم بأن وزارة المالية حولت بتاريخ ٢ / ٤ / ١٩٧٦ مبلغ ١٠٠٠٠ دينار كويتي
(عشرة الاف دينار كويتي) الى حساب كل من شركة جلف وشركة بى . بى وذلك عن
حصتها فى رأسمال شركة نفط الكويت (ش . م . ك)

وتفضلوا بقبول فائق الاحترام ،،،

عبدالمجيد
وزير النفط

بسم الله الرحمن الرحيم

MINISTRY OF OIL

P.O. Box 5077

M : PETROL - KUWAIT

R " PETROL 2363 KT. "



وزارة النفط

ص. ب : ٥٠٧٧ - الكويت

العنوان البرقي : بترول - الكويت

تيلكس (بترول) ٢٣٦٣ كويت

١ مايو ١٩٧٦
ب

الكويت في مصادر الادارة ١٢٩٦
اتدنا ونبرالها/٧/٢٦٥

السيد المحترم رئيس مجلس الإدارة والعضو المنتدب
شركة نفط الكويت
الكويت

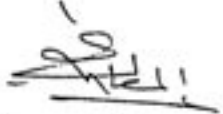
تحية طيبة وبعد ،

الموضوع : مصنع زيوت التشحيم المستعملة في الصناعة

تقوم شركة البترول الوطنية الكويتية بانشاء مصنع لمزج الزيوت يتوقع طرح انتاجه في الأسواق في نهاية عام ١٩٧٧ ، وسيغطي هذا المصنع احتياجات السوق المحلية من زيوت التشحيم اللازمة لمختلف أنواع السيارات كما بإمكانه انتاج بعض أنواع الزيوت اللازمة للصناعة . ومنها الزيوت المستعملة في مصافي البترول ومصانع البتروكيماويات . كما أن انتاج المصنع المذكور سيتم بجودة عالية لأن المواد والمعادلات المستعملة في الانتاج تزودها شركة شل وهي مساوية للأصناف المسوقة عالميا باسم منتجات شل كما يمكن اجرا ترتيبات لمزج أنواع من الزيوت بمواصفات خاصة تلبي احتياجات المستهلك .

لذا نرجو تزويدنا في أقرب وقت بقائمة تبين أنواع وكميات الزيوت المستعملة من قبل شركتكم مع بيان المواصفات المحددة لكل نوع من الزيوت لنتمكن بالتنسيق مع شركة البترول الوطنية الكويتية من ادراج هذه الكميات ضمن برامج الانتاج المعدة للمصنع حاليا .

مع أطيب التحيات ،،،


وزير النفط

نسخة للشؤون الاقتصادية

MINISTRY OF OIL

P. O. Box 5077

Dable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363.KT. "



وزارة النفط

ص. ب : ٥٠٧٧ - الكويت

العنوان البرقي : بترول - الكويت

تيلكس (بترول) ٢٣٦٣ كويت

Kuwait ١٩٧٦ - ١٨ مايو

Our Ref. _____

الكويت ن. ١٩٧٦ / ٣ / ٨
الشارف رقم / ١٨ / ٤ / ٨ - ٤٠٩

السيد رئيس مجلس ادارة شركة صناعة الكيماويات البترولية المحترم

تعية ذنبية وبعد ،

اشارة الى كتابكم المؤرخ في ١٩٧٦ / ٣ / ٨ حول التسهيلات لحكومة السودان على
مشترياتهم من الاسدة الكيماوية الكويتية .

نفيدكم بالعوانفة على الاتفاق الذي تم بين شركتكم وبين وزارة العالفة والتخطيط
والاقتصاد الوطنى السودانى راجين اتباع الخطوات التالية فى عملية سداد قيسة
السندات التى تغطى شحنات السداد المرسله للسودان :


- ١ - تقوم شركتكم فور استلامها لهذه السندات من حكومة السودان بمراجعتها
والتأكد من صحة التوقيع والاعتماد .
- ٢ - يتم تسليم هذه السندات الى الشركة الكويتية للتجارة والعقالات والاستشارات
الخارجية مقابل افعال بذلك .
- ٣ - تقوم شركة الاستشارات الخارجية باتخاذ الاجراءات اللازمة للحصول على قيسة
هذه السندات من وزارة العالفة .
- ٤ - تودع شركة الاستشارات المبلغ المستحق لشركتكم وهو قيسة السند الذى تحدده
بشرط أن تقوموا باعداد شركة الاستشارات الخارجية بذلك .

وتفضلوا أطيب التمنيات ،،،

وزير النفط

بسم الله الرحمن الرحيم

MINISTRY OF OIL
P. O. Box 5077
Cable Add. : PETROL - KUWAIT
Telex No. " PETROL 2363 KT. "



وزارة النفط
ص. ب : ٥٠٧٧ - الكويت
العنوان البرقي : بترول - الكويت
تيلكس (بترول) ٢٣٦٣ كويت

١٩٧٦

Kuwait _____
Our Ref _____

الكويت نرحب بكم في الكويت
انتمنا هذا

(عاجل جدا) ✓

السيد / رئيس تحرير جريدة الوطن المحترم ،
تحية وبعد ،

نشرت جريدتكم الغراء بالعدد ٧٧٥ بتاريخ ١٩٧٦/٥/٢٦ في الصفحة الثانية وتحت عنوان " كلام في سرزم " مايلي :

" يقال ان مفاوضات تجرى لعقد صفقة بيع نفطية على شركة امريكية والدفء مؤجل لعدة طويلة تصل الى سنتين ، ويقال ان الوسيط في الصفقة رئيس مجلس ادارة شركة مساهمة سابقا " وأود ان اوضح هنا مايلي .

نحن ليس من عادتنا الرد على التكهنات خاصة اذا كانت مبهمة ولكن بما ان الامر فيه وضوح ويتعلق بعقد صفقة نفط من باب التأكيد فاني اود ان اؤكد لكم ان وزارة النفط لا تقوم بعقد صفقات نفط طويلة الاجل خارج الحدود المرسومة من قبل مجلس الوزراء الموقر والمجلس الاعلى للثروة البترولية والتي هي بدورها مرتبطة بأسلوب معين حسبما هو متفق عليه في الاوك . وسياسة الوزارة واضحة بالنسبة لعطيات البيع وهي ١١٣٠ دولار للبرميل الواحد مع منح فترة ائتمان للدفع لا تزيد على سنتين يوما من تاريخ التحميل .

ارجو توضيح هذا في اول عدد يصدر عن جريدتكم .

مع أطيب التحيات ،
وزير النفط بالنيابة

بسم الله الرحمن الرحيم

MINISTRY OF OIL

P. O. Box 5077

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363 KT. "

**وزارة النفط**

ص. ب : ٥٠٧٧ - الكويت
لعنوان البرقي : بترول - كويت
تيلكس (بترول) ٢٣٦٣ كويت

Kuwait _____

Our Ref. _____

الكويت في جملة أمور، رقم ٥٧٥٦
التاريخ ١٤٩٤

Managing Director,
Kuwait Oil Company K.S.C.
Ahmadi, Kuwait.

السيد العضو المنتدب المحترم
شركة نفط الكويت (ش.م.ك.)
الاحمدى

Greetings,

تحياتنا ،

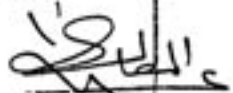
Termination Benefits-Provisionمخصصات مكافأة نهاية الخدمة

With reference to your letter of 17th March last I confirm that the settlement agreed with Gulf and B.P. on 1st December, 1975 included a payment as a settlement of the additional sums that it was considered should have been borne by these companies to make provision as shown in the books of K.O.C. up to the figure required to be provided on the basis of total immediate termination.

بالإشارة الى خطابكم المؤرخ ١٧ مارس الماضى
أؤكد لكم أن التسوية المتفق عليها مع شركتى
(جلف ، و بى بى) فى أول ديسمبر ١٩٧٥ قد
اشتملت على دفعة كتسوية للمبالغ الاضافية التى
روى أن تتجملها هاتان الشركتان لزممادة
المخصصات كما هى مبينة فى سجلات شركة نفط
الكويت الى المبلغ المطلوب على أساس الانهاء
التام الفورى للخدمة .

You should make the adjustments in the provision on the basis proposed in your letter.

وطيكم القيام بالتعديلات فى مكافأة نهاية
الخدمة وفقا للأسس المقترحة فى خطابكم .


وزير النفط

MINISTER OF OIL,

MINISTRY OF OIL

P. O. Box 5077

Cable Add. : PETROL - KUWAIT

Telex No. " PETROL 2363 KT."

**وزارة النفط**

ص . ب ٥٠٧٧ - الكويت
العنوان البرقي : بترول - الكويت
تيلكس (بترول) ٢٣٦٣ كويت

Kuwait ١٩٧٨ يوليو ١
Our Ref. _____

بسم الله الرحمن الرحيم

الكويت في ٢٥ - ١٢٩٨
اشارتنا ٤١/٦٧٦ - ٢/٢٢٥

السيد وكيل الوزارة المحترم

تحية طيبة وبعد ،

نرفق طيه مذكرة عن مشروع انتاج الكوك البترولي الذي تقدمت
به شركة الكويت للكوك البترولي (شركة كويتية مساهمة تحت التأسيس) .

مع خالص التحية . ،،

وكيل الوزارة المساعد
للشئون الاقتصادية

نسخة للشئون الاقتصادية

/شس/

مذكرة
عن مشروع الكوك البترولي في الكويت

أولا : ملخص المشروع

قدمت شركة الكويت للكوك البترولي اقتراحا لإنشاء مصنع للكوك البترولي في الكويت ، وبيّن أدناه ملخص المشروع كما ورد في دراسة الجدوى الاقتصادية وبيّن الجزء الثاني ملاحظتنا عن المشروع .

الانتاج : يهدف المشروع لإنتاج ٢٠٠ ألف طن من الكوك المحمص لاستخدامه في صناعة الأقطاب الكربونية الخاصة بصناعة الألمنيوم ، وبيّنت الدراسة أن سيتم تسويق الكوك الذي ينتجه المصنع في منطقة الخليج حيث أن مصممي الألمنيوم في البحرين وديس يتطلبان ١٢٠ ألف طن من الكوك البترولي المحمص ،
اللقيم : يستخدم المشروع ١٤٧٥ ألف طن من اللقيم موزعة على النحو التالي :

١٠٧٣ ألف طن من مخلفات التقطير الفراغي ، وقد افترض أن سعرها هو ٧٣ دولار للطن .

٤٠٢ ألف طن من مخلفات وحدة الأيسوماكس ، وقد افترض أن سعرها هو ٧٧٤ دولار للطن .

وقد تم تقديم الدراسة قبل إجراء الاختبارات على نوعية المشتقات المتوفرة في الكويت ، حيث أن مقدسي المشروع طلبوا في نوفمبر ١٩٧٧ من شركة نفط الوفرة الكويتية تزويدهم بعينات من منتجاتها ، ولم يدخلوا نتائج الاختبارات على هذه المنتجات في الدراسة .

الوقود : يتطلب المصنع ٩٦ ألف طن من زيت الوقود ، وبيّنت الدراسة أن محتواه الكبريتي يبلغ ٤٤٪ وأن سعره يبلغ ٦ دينار للطن . وبالإضافة إلى ذلك فإن المصنع يقوم بإنتاج ٣٥ ألف طن من غاز الوقود يتم استخدام هذه الكمية كوقود داخل المصنع .

وبذلك تبلغ الكمية الكلية للوقود ١٣١ ألف طن .

التكاليف الرأسمالية : تبلغ تكاليف الأصول الثابتة للمصنع (٧١) مليون دينار ، وقد تم احتساب هذه التكاليف على أساس تقديرات شركة انجيكو السويسرية لمشروع سائل في سنة ١٩٧٥ ، وتقديرات شركة ايروتيكيا الإيطالية ، وقد تم إضافة ٣٠٪ على أسعار سنة ١٩٧٥ لمراعاة الزيادة في الأسعار بين سنتي ١٩٧٥ و ١٩٧٧ كما تم إضافة ١٥٪ تكاليف شحن .

Handwritten signature

يتكون المصنع من الوحدات التالية :

- وحدة ازالة الكبريت من اللقيم .
- وحدتي التكوك والتحميص .
- وحدة استعادة الكبريت .
- وحدة لانتاج الهيدروجين .
- وحدة المنافع العامة .

ومن الجدير بالملاحظة أن تكاليف هذه المعدات واصلت الكوت تبلغ ٣٠٨ مليون دينار ، وتبلغ تكاليف تركيبها ٦٦٦ مليون دينار ، وتتألف باقى التكاليف الرأسمالية من المباني والانشاءات التى تبلغ ٤٤٤ مليون دينار و١١١ مليون دينار للهندسة والتفاصيل الفنية والخبرة وحقوق التصنيع .

ولم تبين الدراسة موقع المصنع الذى بنت حساباتها على أساسه كما انها لم تبين نوع المشتقات النفطية التى يستخدمها كلقيم ، وطريقة التصنيع التى يتبعها .

منتجات المصنع : يقوم المصنع بانتاج ٢٠٠ ألف طن من الكوك المحمص ، اى ١٤ ٪ فقط من المجموع الكلى للانتاج ، وتتألف الباقى من المشتقات النفطية كما يبين أدناه :-

المنتج	الانتاج ، بالالف طن
الكوك المحمص	٢٠٠
نافتا	١٥٨
الغازولين	٤٢٢
زيت الغاز - خفيف	٢٣٥
- ثقيل	٣٢٠
كبريت	٥٥
غاز الوتود	٣٥
الفاقد	٥٠
المجموع	١٦٤٧٥

وقد افترضت الدراسة انه سيتم بيع النافتا والغازولين وزيت الغاز بموجب الاسعار الفورية لهذه المنتجات فى امطالها ، ولم تأخذ بحين الاعتبار تكاليف

مزج هذه المنتجات وتصنيعها لتصبح جاهزة للبيع ، وفروقات شحن هذه المنتجات بين الكويت وإيطاليا .

كما أن الدراسة افترضت ان سعر بيع الكوك يبلغ ٢٥٠ دولار، في حين تدل الاحصائيات المتوفرة لدى الوزارة أن سعر الكوك البترولي المستورد من الولايات المتحدة في أوروبا واليابان يبلغ حوالي ١٤٠ دولار للطن .

ربحية المشروع : بينت الدراسة أن ارباح المشروع تبلغ ٨٠ مليون دينار منها على أساس الافتراضات التالية :-

- ان اللقيم اللازم من مخلفات وحدة الاسبواكس ومخلفات التقطير الفراقي متوفر .
- ان سعر زيت الوقود يبلغ ٦ دينار للطن .
- ان المنتجات النفطية تباع بالاسعار الفورية السائدة في إيطاليا .
- ان المصنع يشتغل بطاقته الانتاجية منذ السنة الاولى ، وأن أسواق الكوك متوفرة وتستوعب انتاج المصنع .
- ان يتم اقتراض ٧٠٪ من رأس المال اللازم للاستثمار بمقاييرها ٥٪ سنويا .

ثانيا : الملاحظات على المشروع

- ١ . ان فكرة المشروع جيدة من الناحية المبدئية حيث انها تعتمد على تخفيض كمية زيت الوقود المتوفرة من المصافي الكويتية والتي توجد مصعب في تصويبها وتحويلها الى منتجات يتم مزجها مع المنتجات الخفيفة الاخرى لزيادة كمية النافتا والغازولين وزيت الغاز التي تباع بأسعار أعلى وتوجد مصعب اقل في تصويبها . وبالإضافة الى ذلك فانه توجد اسواق في منطقة الخليج للكوك المحمص حيث تستورد البحرين حوالي ٥٠ ألف طن سنويا من الولايات المتحدة لاستخدامه في مصنع الالمنيوم . ومن المتوقع ان يقوم مصنع دبي باستيراد كمية ماثلة . ومن الجدير بالملاحظة ان الولايات المتحدة هي المنتج والمصدر الرئيسي للكوك في العالم ، حيث انها تقوم بتصديره الى مختلف الدول . وضمنها أوروبا واليابان .

٢ - بينت دراسة الجدوى الاقتصادية التي قدمتها شركة الكهت للوك الهترولى أن أرباح المشروع تبلغ . ٨ مليون دينار سنوا وسوف تكون أرباح المشروع اقل من ذلك للأسباب التالية :-

- أ. افترضت الدراسة أن سعر الكوك يبلغ ٢٥٠ دولار للطن فى حين تشير المعلومات المتوفرة لدى الوزارة أن اسعاره فى السوق العالمية تبلغ حوالى ١٤٠ دولار للطن، وسيؤدى هذا الفرق الى تخفيض أرباح المشروع بمقدار ٦ مليون دينار تقريباً .
- ب. افترضت الدراسة أن سعر زيت الوقود يبلغ ٦ دينار للطن ، فى حين يبلغ السعر التصديرى للوقود حوالى ٢٠ دينار للطن ، وسيؤدى تطبيق هذه الاسعار التصديرية الى تخفيض أرباح المشروع بمقدار ٢ مليون دينار تقريباً .
- ج . افترضت الدراسة أن أسعار المنتجات النفطية من المصنع تساوى الاسعار الفورية لهذه المنتجات فى إيطاليا فى حين أن أسعارها أقل من ذلك بسبب تكاليف الشحن بين إيطاليا والكويت ، كما أن أسعار هذه المشتقات اقل من ذلك لانها تحتاج الى مزج مع المشتقات الاخرى قبل أن تصبح صالحة للبيع .
- د . افترضت الدراسة أن الفائدة على القروض اللازمة لتمويل ٧٠٪ من استثمارات المشروع تبلغ ٥٪ وتقل هذه النسبة عن المستويات السائدة للفائدة .
- هـ. افترضت الدراسة أن المصنع سيقوم بتسويق كافة المنتجات التى يقوم بإنتاجها ، ولم تبين الاتصالات التى تمت مع المشترين المحتملين للوك الذى سينتجه المصنع والاسعار التى سيدفعونها .

٣-١- ان تكاليف المشروع وجدواه الاقتصادية تعتمد على نوع اللقيم المستخدم .
وكما يبين الملحق فان المشروع يتطلب كميات تتراوح بين ٣٠ الى ٤٠ ألف برميل
يوسا من مخلفات التقطير الجوى او مخلفات التقطير الفراغى او من هذه المخلفات
مزوجة مع مخلفات وحدة الایسواکس .

وجميع هذه المشتقات هي من المنتجات الوسيطة في المصافي ، التي يتم
مزجها مع مشتقات اخرى للحصول على المنتجات النهائية ، ولذلك فان تزويد
المنتجات الوسيطة الى مصنع الكوك سيؤدى الى التأثير على الكمية المتوفرة
من المنتجات النهائية للمصافي .

٣-٢- ان معظم منتجات المصنع تتكون من مشتقات نغطية غير الكوك ، والتي
تحتاج الى تصفية ورج مع المشتقات الاخرى قبل ان تصبح منتجات نهائية .
وتعتمد جدوى المشروع على الاسعار التي يمكن احتسابها لهذه المشتقات ، والتي
تعتمد بدورها على الكمية المتوفرة من المشتقات الاخرى التي يمكن بيعها بها ،
والتي تتغير وفق نسبة منتجات مصنع الكوك المستخدمة في انتاجها .

وسا تجدر الاشارة اليه ان كمية المشتقات النغطية التي يقوم مصنع الكوك
باننتاجها تعتمد على نوع اللقيم الذي يستخدمه المصنع ، كما يبين في الملحق .

ثالثا : التوصيات

ان الاستمرار في المشروع يتطلب قرارا عما اذا كان القطاع العام أو القطاع
الخاص هو الذي سيقوم بتنفيذ المشروع في حالة الموافقة عليه .

ونرى ان يكون القطاع العام هو الذي يتولى تنفيذ المشروع حيث انه يعتبر
مكلا لعمليات شركة البترول الوطنية الكويتية وهو ترعى عملياتها من ناحية اللقيم الذي
يستخدمه والمشتقات النغطية التي يقوم باننتاجها .

وفي حالة الموافقة على هذا الاقتراح فاننا نرى احالة المشروع الى شركة
البترول الوطنية الكويتية لاجراء الاتصالات اللازمة مع شركة هينتيك وكونوكو لمعرفة
نتائج التحليلات التي يقوم باجرائها على العينات التي زودتها بها شركة
الكويت للكوك البترولى ، وسوافة الوزارة بنتائج الدراسات والاتصالات التي تقوم
بها الشركة بشأن الموضوع .

يونية / ١٩٧٨

ج . ك / شمس

مفروع الكوكاكولون الهيرولسي

مقارنة بين اللقيم المستخدم والمنتجات

نوع اللقيم المستخدم			
مخلفات التقطير الغرافسي ***	مخلفات التقطير الجوى (سن غام الكهت) **	مخلفات التقطير والغرافسي وحدة الاليسواكس (من غام الوفرة) **	
١٥٠٠	٢١٦٨	١٢٧٥	<u>اللقيم</u> : ألف طن في السنة
			<u>المنتجات</u> ، ألف طن في السنة
٢٤٠	٢٠٠	٢٠٠	الكوك السحسى
١٦٠	٣٨٢	٥٨٠	النانتا والغازولين
٣٩٠	٥٩٨	٢٣٥	زيت الغاز - خفيف
٥٦٠	٧٠٣	٣٢٠	- ثقيل
-	٨٦	-	غاز الهترول المسال
١٥٠	٧١	٣٥	غاز الوتود
-	٨٠	٥٥	كهرت
-	٤٤	٥٠	الفاقد
١٥٠٠	٢١٦٤	١٢٧٥	<u>المجموع</u>
			<u>المنتجات</u> : النسبة المئوية من المجموع:
١٦	٩	١٤	الكوك السحسى
١١	١٨	٣٩	النانتا والغازولين
٦٣	٦٠	٢٨	زيت الغاز خفيف وثقيل
-	٤	-	غاز الهترول المسال
١٠	٣	٢	غاز الوتود
-	٤	٤	كهرت
-	٢	٣	فاقد
١٠٠	١٠٠	١٠٠	<u>المجموع</u>

الحالة المستخدمة في دراسة الجدوى الاقتصادية ، ص ٢٤ ، ٣٥
مخطط شركة كونوكو -
دراسة شركة ايروتكيميا ص ١١
شس

ملحق

المعلومات والدراسات المقدمة عن مشروع الكوك البترولسي

بمخت شركة الكويت للكوك البترولسي في ٢٣ مايو ١٩٧٨ ما يلي :

- ١ - انها قدمت عينات من الخامات والمشتقات النفطية الى شركة بينتيك ، وان هذه الشركة ستقدم عرضاً تفصيلياً بعد تحليل هذه العينات .
وكانت شركة بينتيك قد قدمت دراستين اوليتين معتمدة على المعرفة الغنية لشركة يو أوبي .
- ٢ - كما انها قدمت عينات من الخامات والمشتقات النفطية الى شركة كونوكو ، وان هذه الشركة ستقدم عرضاً تفصيلياً بعد تحليل هذه العينات .
وكانت شركة كونوكو قد قدمت مخططاً اولياً لانتاج الكوك البترولسي بالاعتماد على المصنع الذي تقيمه الشركة بالتعاون مع شركة انجيكو في اليابان والذي يستخدم الخام الكويتي المختزل (وقد بين المخطط ان اللقيم يتكون من مخلفات التقطير الجوي من خام الكويت) .
- ٣ - وقد بحثت شركة الكويت للكوك البترولسي بالدراسات التالية الى الوزارة :
- دراسة شركة انجيكو في سنة ١٩٧٥ عن انتاج الكوك من صفاتي جدة والرماض .
- دراسة شركة ابرو تكنيكا في سنة ١٩٧٦ عن انتاج الكوك من مخلفات التقطير الفراضي بدون تحديد النفط الخام المستخدم .
- دراسة بينتيك عن النواحي الغنية والهندسية لانتاج الكوك .
- دراسة الجدوى الاقتصادية من شركة طلال ابوغزاله وشركاه ، والتي اعتمدت على مخلفات التقطير الفراضي ومخلفات وحدة الازوسومات في انتاج الكوك .

ج . ك / ٢ ك

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B. Al-Roman

٢ أكتوبر ١٩٦٨

١٢٩٨
٤/٧١٤ - ١/٩١٥

السيد / وكيل الوزارة المحترم

تحية طيبة وبعد .

نرفق لكم طيه مذكرة بشأن مساهمة شركة الزيت العربية المحدودة
(اليابان) لمعهد الكويت للأبحاث العلمية متضمنة الحسابات العالية
للشركة منذ عام ١٩٦٣ وحتى نهاية يونيو ١٩٦٨ .
وذلك للاطلاع واهداه ما ترونه مناسباً .

مع خالص التحية ،،،

الوكيل المساعد للشئون الاقتصادية

تفضل حسن نعيم

٢ / ك

وزارة النفط
الشؤون الاقتصادية

مذكرة

الموضوع : مساهمة شركة الزيت العربية المحدودة (اليابان)
لمعهد الكويت للأبحاث العلمية

التزمت الشركة المذكورة بموجب المادة ٢٨ (ب) من اتفاقية الامتياز لعام ١٩٥٨ بدفع مبلغ حده الأدنى ٥٠٠.٠٠٠ دولار سنويا وحتى نهاية فترة الامتياز إلى معهد الكويت للأبحاث العلمية اعتبارا من عام ١٩٦٣ . وقد عدل هذا المبلغ إلى ٦٠٠.٠٠٠ دولار سنويا أي بزيادة قدرها ١٠٠.٠٠٠ دولار سنويا لمقابلة الانخفاض في سعر الدولار وذلك اعتبارا من عام ١٩٧٣ . وفي أواخر مايو ١٩٧٦ بدأت الشركة تسترض إنشاء الوزارة بشأن تخفيض قيمة هذه الدفعة بأن تتقاسم بصورة تناسبية مع الحكومة نتيجة لاتفاقية المشاركة التي قد تم التوصل اليها في أغسطس ١٩٧٤ وأن مآل إلى الحكومة بموجب هذه الاتفاقية كما تنص المادة (١) هوستين في المائة من عمليات الشركة وحقوقها ، ولم ينص صراحة على أنها من الالتزامات سوى ما حددته المادة (٢) من هذه الاتفاقية والمثلية في التعويض عن القيمة الصافية لموجودات الشركة والمحددة بـ ٣٠٪ من القيمة الدفترية لهذه الموجودات . وقد علقت الشركة بأن إلتزامها بالمساهمة السنوية بمبلغ ٦٠٠.٠٠٠ دولار قد تم في ظل إتفاقية الامتياز وقبل إتفاقية المشاركة التي حددت حقوق الشركة بنسبة ٤٠٪ وأن هذه المساهمة أصبحت تشكل عبئا ثقيلا عليها لا يمكن تحمله بسبب الاوضاع المالية المتفاقمة حيث أن صافي أرباح الشركة لعام ١٩٧٦ أقل من ١٪ متأثرين بالترتبات المالية المختلفة التي أقرتها منظمة اوك بالنسبة للضريبة والعائدات أو بزيادة حصيلته الحكومة والتي بلغت في العام نفسه ٩٨٩٪ . وبأستعراض صافي ارباح الشركة ابتداء من عام ١٩٦٣ (بداية المساهمة) وحتى ١٩٧٨/٦/٣٠ .

السنة	١٩٦٣	١٩٦٤	١٩٦٥	١٩٦٦	١٩٦٧	١٩٦٨	١٩٦٩
مليون دولار	٧٩٠٩	٩٩١٥	٨٠٥٨	١٣٩٤٠	١٦٤٧٨	٢٠٢٣٣	١٩٣٤٥

السنة	١٩٧٠	١٩٧١	١٩٧٢
مليون دولار	١٦٥٦٩	١٧٤١٦	١٩٢٣٠

السنة	١٩٧٣	١٩٧٤	١٩٧٥	١٩٧٦	١٩٧٧	١٩٧٨
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مليون دولار ١٩٥٦١ ١٥٧٩٩ ٩٩٩٢ ٨٥٨١ (٢١٧٤) ٧٨٤ - (يناير/نهایه يونيو) خسائر

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وبتحليل هذه الأرقام نجد أن متوسط صافي أرباح الشركة في السنتين بلغ ٦٩٧ر٦٣٣ مليون دولار فسي حين وصل المتوسط إلى ١٢ر٤٤٢ مليون دولار في السبعينات وحتى نهاية ١٩٧٨/٦/٣٠ وقد بلغ متوسط صافي الربح عن الفترة من ١٩٦٣ وحتى نهاية يونيو ١٩٧٨ مبلغ ١٣٠.٠٩ مليون دولار وأن عام ١٩٧٧ الذي تحقق فيه خسارة قدرها ٢ر١٧٤ مليون دولار عام طارىء وغير عادي في الموقف المالي للشركة .

وباستعراض نتيجة عام ١٩٧٨ (الذي لم يكتمل بعد) نجد أن مجموع صافي ارباح الشركة عن الفترة من ١٩٦٣ الى ١٩٧٧ هو ٢٠.٠٨٥٢ مليون دولار في حين بلغت قيمة إجمالي مساهمة الشركة إلى المعهد مبلغ ٨ مليون دولار أمريكي وبالتالي بلغت نسبة إجمالي المساهمة الى إجمالي صافي الربح ٣٩٨٪ وهي نسبة ضئيلة للغاية .

وقد ظلت قيمة المساهمة ثابتة رغم ارتفاع معدل ارباح الشركة في بحفر السنوات فقد بلغت أكثر من ١٥ مليون دولار وما يقرب من ال ٢١ مليون دولار سنويا في الفترة من ١٩٦٧ الى ١٩٧٤ بالإضافة الى ان مصروفات المعهد تدفع بالدنار الكويتي في حين تدفع المساهمة السنوية بالدولار الأمريكي مما يقلل بالفعل من القيمة الحقيقية للمساهمة وبموجب المادة ٢٨ من اتفاقية الامتياز ونصها كالآتي :-

أ - تتعهد الشركة أقرب وقت ممكن بعد اكتشاف النفط بكميات تجارية ان تسهم في اصدار أحوال الشعب الكويتي بتقديم الخدمات التعليمية والطبية والصحية وغيرها من الخدمات التي يتفق عليها مع الشيخ .

ب - حينما يزيد انتاج الشركة من البترول الخام من حصة النصف المشاع التي للشيخ فسي منطقت الامتياز في اي يوم على ٣٠.٠٠٠ ب/ري على الشركة ان تقوم في الحال بتأسيس معهد للبحث العلمي في الكويت وتتفق عليه ويكون له موظفون وتسهيلات لدراسة موارد الثروة الطبيعية والكشف عنها لتحسين موارد المياه ولمقاومة الحشرات ولدراسة حياة النبات وتعرية التربة بالرياح والاحوال الاقليمية وغير ذلك في الكويت وانواع الابحاث التي يقوم باجرائها هذا المعهد يتفق عليها من وقت لآخر بين الشيخ والشركة ويجب ان تقدم للشيخ باستمرار اكتشافات هذا المعهد .

ج - تعترف الشركة بهذا الاتفاق بان نفقات الخدمات التي تقدمها بحسب هذه المادة لا يجوز تخفيضها بموجب المادة ٣ من مرسوم ضريبة الدخل الكويتية . " وبموجب هذه المادة نجد ان الشركة لم تقم بتقديم الخدمات التعليمية والطبية والصحية كما جاء بالفقرة (أ) ولم تقم بالاتفاق على معهد الابحاث كما جاء بالفقرة (ب) " وان النسبة التي آلت اليها بموجب اتفاقية المشاركة ما تزال تؤمن لها ٣٠.٠٠٠ ب/ري على الاقل" انما اقتصر دورها على المساهمة فقط بمبلغ ٥٠٠.٠٠٠ دولار سنويا ابتداء من عام ١٩٦٣ حتى عام ١٩٧٢ ثم عدل هذا المبلغ الى ٦٠٠.٠٠٠ دولار ابتداء من عام ١٩٧٣ حتى

الآن لمقابلة انخفاض قيمة الدولار واذا علمنا ان مصروفات المعهد تدفع بالدinars الكويتي والمساهمة تقدم بالدولار الأمريكي مما يقلل بالفعل من قيمة مساهمة الشركة للمعهد .

ومقارنة ميزانية مصروفات المعهد عام ١٩٦٢ بمشيلاتها في عام ١٩٧٢ ومع ثبات مبلغ المساهمة السنوية نجد ان الاخيرة لا تتناسب اطلاقاً مع حجم المصروفات الحالية للمعهد .

وقد سبق للوزارة ان اخطرت الشركة المذكورة بموجب خطاب رقم ٤/٧/٥ - ٦٥٨ بتاريخ ١٩٧٧/٧/٢٨ بعدم الموافقة على تقاسم الحكومة معها في المساهمة بمبلغ ٦٠٠.٠٠٠ دولار سنويا الى معهد الكويت للابحاث العلمية .

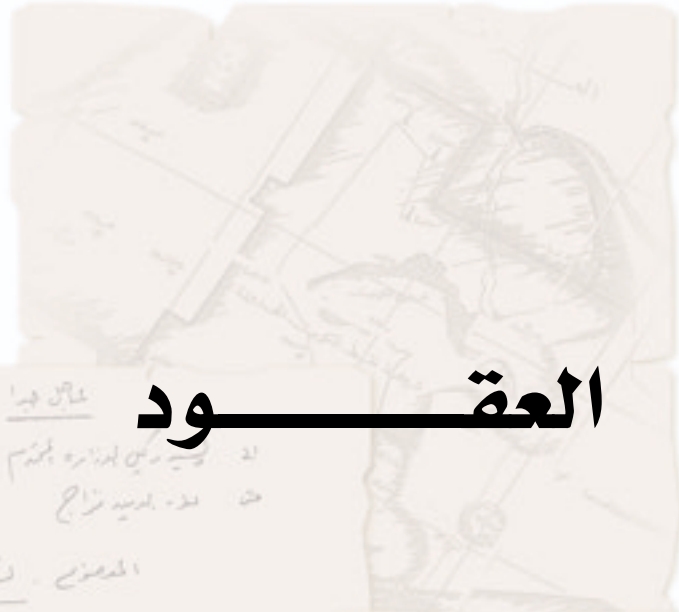
ونحنذ التوصية باعداد الدراسة اللازمة لكيفية الاستفادة بالكامل من الخدمات سواء في مجال التعليم والصحة وغيرها المطلوب تقديمها من الشركة الى دولة الكويت طبقاً لما جاء بالمادة ٢٨ (أ) من اتفاقية الامتياز وذلك قبل ان يصاد النظر في العلاقة بين الحكومة والشركة قبل نهاية عام ١٩٧٩ طبقاً لنص المادة (٩) من اتفاقية المشاركة.

ع س /

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B. Al-Roman

العقود

Contracts



على هذا
 لا...
 من...
 المصنوع...
 تم...
 وقد...
 في...
 ١٩٧٥ / ١١ / ١١



KUWAIT OIL COMPANY K.S.C.MEMORANDUM OF ASSOCIATION

Between the undersigned:

- (1) Government of Kuwait, represented by Minister of Finance & Oil
- (2) BP (Kuwait) Limited, represented by J. W. R. Sutcliffe
- (3) Gulf Kuwait Company, represented by M. R. J. Wyllie

IT IS HEREBY AGREED:

Article 1

The undersigned have formed a group whose object is to establish a Kuwaiti Share Company. The Company shall be established in accordance with the provisions of the Laws of Kuwait and the provisions contained in the Articles of Association attached hereto.

Article 2

The name of the Company shall be Kuwait Oil Company K.S.C.

Article 3

The principal office of the Company and its legal place of residence shall be in the City of Kuwait, State of Kuwait. The Board of Directors may establish branches or agencies of the Company in the State of Kuwait or elsewhere.

Article 4

The duration of the Company shall be such duration as shall be necessary to enable its objects to be performed.

Article 5

The objects for which the Company shall be established are to manage and perform in the State of Kuwait, on behalf

شركة نفط الكويت (ش.م.ك.س.ج.)عقد التأسيس

بين الموقعين ادناه :

- (١) حكومة الكويت ويمثلها وزير الطاقة والنفط
- (٢) شركة بي بي (كويت) المحدودة ويمثلها جيمس ويليام آرستكليف
- (٣) شركة غالف كويت ويمثلها م. ر. ج. ويليه

تم الاتفاق على ما يلي :

المادة ١

تألفت من الموقعين ادناه جماعة غرضها انشاء شركة مساهمة كويتية طبقا لاحكام قوانين الكويت والاحكام الواردة في النظام الاساسي المرفق بهذا العقد .

المادة ٢

يكون اسم الشركة " شركة نفط الكويت ش.م.ك.س.ج."

المادة ٣

يكون مركز الشركة الرئيسي ومحلها القانوني في مدينة الكويت في دولة الكويت . ويجوز لمجلس الادارة ان ينشئ للشركة فروعاً او وكالات في دولة الكويت او في الخارج .

المادة ٤

تكون مدة الشركة المدة اللازمة لتحقيق اغراض الشركة .

المادة ٥

الافراض التي انشئت من اجلها الشركة هي القيام في دولة الكويت ، بالنيابة عن المساهمين فيها



of its shareholders or any of them, such operations as may be required relating to the exploration for and production of petroleum in the area of the Concession held by its said shareholders, including transportation, delivery, refining, treating, storage and export of such petroleum; and to do all such things as may be ancillary or conducive to the proper management and performance of the said operations in accordance with the Laws of Kuwait.

The Company shall not make a profit. Unless otherwise decided by its shareholders, its financial requirements shall be provided by them in proportion to their respective shareholdings.

The Company shall not own any title or interest in or under the said Concession or in any of the petroleum produced from the area thereof but shall be entitled to enjoy any rights available to an operating company in accordance with the said Concession.

Article 6

The capital of the Company shall be established at Fifty Thousand Kuwaiti Dinars, divided into One Thousand Shares of Fifty Kuwaiti Dinars each, and subscribed for by the undersigned in the following manner:

	No. of Shares	Amount K.D.
The Government of Kuwait	600	30,000
BP (Kuwait) Limited	200	10,000
Gulf Kuwait Company	200	10,000

The undersigned have paid the nominal value of the said shares as set out above to the Bank of Kuwait and the Middle East.

Article 7

The expenses, costs and fees which the Company will incur as a result of its formation are estimated at KD.1,000 and are to be debited to the General Expenditure Account.

او اى منهم بآدارة وتنفيذ ما يلزم من العمليات المتعلقة بالتقيب عن النفط وانتاجه في منطقة الامتياز الذي يملكه المساهمون المذكورين ، بما في ذلك نقل هذا النفط وتخليبه وتكريره ومعالجته وتخزينه وتصديره ، وكذلك القيام بجميع الاعمال المساندة او الاعمال التي تساعد على ادارة العمليات المذكورة وتنفيذها على النحو المناسب وفقاً لقوانين الكويت .

الشركة لا تجني اى ربح . اما احتياجاتها المالية فيتمدها المساهمون فيها كل بنسبة الاسهم التي يملكها ، ما لم يقرره هؤلاء المساهمون خلاف ذلك .

لا يحق للشركة ان تمتلك اى حق او حصة في الامتياز المذكور او يخرجه او في اى نفط ينتج من منطقة الامتياز المذكور ، ولكن يحق لها ان تنتج باى حق من الحقوق المتاحة لشركة عاملة وفقاً للامتياز المذكور .

المادة ٦

يحدد رأسمال الشركة بمبلغ خمسين الف دينار كويتي يوزع على الف سهم قيمة كل منها خمسون ديناراً كويتياً ويكتب بها الموقعون ادناه على الوجه التالي :

عدد الاسهم	القيمة	
١٠٠٠	٣٠٠٠٠	د.ك
١٠٠٠	٣٠٠٠٠	حكومة الكويت
٢٠٠	١٠٠٠٠	شركة بي بي (كويت) المحدودة
٢٠٠	١٠٠٠٠	شركة غالف كويت

وقد دفع الموقعون ادناه القيمة الاسمية لهذه الاسهم كما هي مبينة اعلاه الى بنك الكويت والشرق الاوسط .

المادة ٧

تقدر النفقات والتكاليف والرسم التي تتكبدها الشركة نتيجة تأليفها بمبلغ ١٠٠٠ دينار كويتي وتنفيذ على حساب المعارف العامة .




Article 8

The undersigned undertake to establish the Company and to take the necessary measures for its incorporation, for which purpose they have appointed
..Mr. Ali Saadun al-Bader
and *..Mr. Ahmad Hijazi.....*
as their authorised representatives.

Made in Kuwait the *8th 3rd Hijri 1394*
corresponding to *22nd Dec 1974.*

The Government of Kuwait by _____

BP (Kuwait) Limited by *Jawad Al-Sayid*

Gulf Kuwait Company by *[Signature]*

المادة ٨

يتعهد الموقعون ادناه بانشاء الشركة واقام بالاجراءات اللازمة لتأسيسها ، وقد عينوا لهذا الغرض السيد . علي سعدون البدر و .. السيد ... أحمد حجازي كمثلين مفوضين عنهم .

حضر هذا العقد في الكويت نسي اليوم *٨ ذى الحجة ١٣٩٤ الموافق ٢٢ / ١٢ / ١٩٧٤*

عن حكومة الكويت *[Signature]*

عن شركة بي بي (كويت) المحدودة _____

عن شركة غالف كويت _____

[Signature]
[Signature]

شركة نفط الوفرة الكويتية

شركة مساهمة كويتية

النظام الأساسي

سادة ١ - تأسست طبقاً لأحكام قانون الشركات التجارية وهذا النظام الأساسي لشركة مساهمة كويتية تسمى " شركة نفط الوفرة الكويتية " ، شركة مساهمة كويتية .

سادة ٢ - مركز الشركة ومحلها القانوني في ميناء عبد الله (دولة الكويت) ويجوز لمجلس الإدارة أن ينشئ لها فروعاً أو مكاتباً أو توكيلات فسي الكويت أو في الخارج .

سادة ٣ - مدة هذه الشركة غير محددة .

سادة ٤ - الأغراض التي أسست من أجلها الشركة :-

١ - الاشتغال في صناعة البترول في الكويت أو في الخارج ، وفي أي من مراحل هذه الصناعة ، بما في ذلك البحث والتنقيب عن البترول والغاز وميرهما من المواد الهيدروكربونية ، ومنتجها وتصفية وتصنيع ونقل وتخزين المواد المذكورة وأي من منتجاتها ومستحضراتها ، وبيعها وتصديرها .

٢ - التعاون والمشاركة مع شركات البترول المماثلة في عمليات صناعة البترول من إنتاج وتصفية ونقل وتوزيع وتسويق وما يتبع ذلك من الاتفاق على كميات إنتاج البترول وأسعاره ونقله والتسهيلات اللازمة لتحقيق هذه الأهداف .

ثانياً - رأس المال

سادة ٥ - حدد رأس مال الشركة بمبلغ مليون دينار كويتي (١٠٠٠٠٠٠٠٠٠ د.ك) موزع على مليون سهم ، قيمة كل سهم دينار كويتي واحد ، وقد دفع بالكامل . ويجوز زيادة رأس المال حسب الاجراءات المنصوص عليها في قانون الشركات التجارية أو حسب الاجراءات التي يحددها تشريع خاص .

Handwritten signature

مادة ٦ - تترتب حتما على ملكية المسهم قبول النظام الأساسي للشركة وقرارات
جمعيةها العامة .

مادة ٧ - أسهم الشركة أسمية ، ولا يجوز لغير الكويتيين تملكها .

مادة ٨ - يسلم مجلس الإدارة الى وزارة النفط ، خلال سنة من تاريخ تلك الدولة
لرأس مال الشركة المدفوع ، سند موثق يقوم مقام الأسهم التي تملكها .

ثالثا - مجلس الإدارة

مادة ٩ - يتولى إدارة الشركة مجلس إدارة مؤلف من سبعة أعضاء تعينهم الجمعية
العامة ، بناءً على ترشيح وزير النفط ، لمدة ثلاث سنوات قابلة للتجديد .

مادة ١٠ - يشترط في عضو مجلس الإدارة الشروط المنصوص عليها في قانون الشركات
التجارية .

مادة ١١ - ينتخب مجلس الإدارة ، بالاقتراع السري ، رئيسا يكون في الوقت ذاته
العضو المنتدب .

ورئيس المجلس هو الذي يمثل الشركة لدى القضاء وعليه أن ينفذ
القرارات التي يصدرها المجلس .

ويجوز اختيار نواب للعضو المنتدب - يختار من بينهم نائب للرئيس
يقوم مقام الرئيس عند غيابه - ويحدد المجلس صلاحيتهم ومكافآتهم .

مادة ١٢ - يملك التوقيع عن الشركة على انفراد كل من رئيس مجلس الإدارة أو نائبة ،
وأى عضو آخر ينتدبه مجلس الإدارة لهذا الغرض .

مادة ١٣ - اذا شغل مركز عضو مجلس الإدارة تعين الجمعية العامة من يخلفه
بناءً على ترشيح وزير النفط ، فاذا بلغ عدد المراكز الشاغرة مركزين يجب
أن يتم هذا التعيين خلال شهرين من تاريخ شغل آخر مركز ، وعلى
جميع الأحوال يكمل العضو الجديد مدة سلفه فقط .

مادة ١٤ - يجتمع مجلس الإدارة أربع مرات في السنة ، على الأقل ، بناءً على
دعوة من رئيسه ، ويجمع ، أيضا ، اذا تطلب ذلك ثلاثة من أعضائه
من الأقل .

ويتقيم رئيس مجلس الإدارة الى وزير النفط نسخة من جدول أعمال المجلس خلال اسبوعين قبل كل اجتماع ، وللوزير طلب تأجيل النشر فيما يراه من بنود هذا الجدول الى اجتماع آخر .
ويكون اجتماع المجلس صحيحا بحضور أغلبية أعضاء ، ولا يجوز حضور اجتماعاته بالوكالة .

سادة ١٥ - تصدر قرارات مجلس الإدارة بأغلبية أصوات الأعضاء الذين يتألف منهم المجلس .

ويعد سجل خاص ثبت فيه محاضر جلسات المجلس وقراراته ، بوقعه الرئيس والأعضاء الحاضرون . ويجوز للمعضو المعارض لقرار ما أن يطلب تسجيل رأيه . وترسل الى وزير النفط ، نسخة من تلك المحاضر والقرارات .

سادة ١٦ - اذا تغلف أحد أعضاء المجلس عن حضور ثلاث جلسات متتالية بدون عذر مشروع جاز اعتباره مستقila بقرار من مجلس الإدارة .

سادة ١٧ - مع عدم الاخلال باحكام قانون الشركات والقوانين المعدلة له تعدد الجمعية العامة العادية مكافآت أعضاء مجلس الإدارة .

سادة ١٨ - أ - لمجلس الإدارة أوسع سلطة لإدارة الشركة وللقيام بجميع الأعمال التي يقتضيها تحقيق أغراضها ، ولا يحد من هذه السلطة الا ما ينص عليه القانون وهذا النظام الأساسي وقرارات الجمعية العامة ، على أنه لا يجوز لمجلس الإدارة بيع عقارات الشركة أو رهنها أو إعطاء الكفالات أو عقد القروض الا بعد موافقة الجمعية العامة .

ب - ويعد مجلس الإدارة الميزانية السنوية التقديرية للشركة ويعد - - - - -
لوزير النفط بتاريخ سابع شهرين على الأقل من تاريخ العمل بها ،
ويقوم الوزير بدوره باعتمادها من المجلس الأعلى للبتروك واتخاذ اجراءات
اصدارها .

سادة ١٩ - لا يلتزم أعضاء مجلس الإدارة بأى التزام شخصي فيما يتعلق بتعهدات الشركة بسبب قيامهم بمهام وظائفهم ضمن حدود وكالتهم .

سادة ٢٠ - رئيس مجلس الإدارة وأعضاؤه مسئولون عن أعمالهم تجاه الشركة والحكومة والغير عن جميع أعمال الغش والسوء استعمال السلطة ، وعن كل مخالفة للقانون

والإقتصادية ، وميزانية الشركة ، وبيان لحساب الأرباح والخاسر ،
وبيان عن مكافآت أعضاء مجلس الإدارة وأجور المراقبين ، واقتراحها
بتوزيع الأرباح .

سادة ٢٨ - تناقش الجمعية العامة ، منعقدة بصفة عادية ، تقرير مجلس الإدارة
وتقرر ما تراه في شأنه .

وتنظر في تقرير مراقبي الحسابات ، وتعين مراقبي الحسابات للسنة
المقبلة ، وتحدد مكافآتهم وأجورهم .

سادة ٢٩ - تجتمع الجمعية العامة ، بصفة غير عادية ، بنا* على دعوة مجلس
الإدارة أو بنا* على طلب المجلس الأعلى للبترو ل ، وفي هذه الحالة
الأخيرة يجب على مجلس الإدارة أن يدعو الجمعية الى الاجتماع
خلال خمسة عشر يوما من الطلب .

ولرئيس المجلس الأعلى للبترو ل دعوة الجمعية العامة الى الانعقاد
وتحدد تاريخ هذا الانعقاد وجدول أعماله وإبلاغها الى رئيس
مجلس الإدارة .

سادة ٣٠ - المسائل الآتية لا تنظرها الا الجمعية العامة منعقدة بصفة غير عادية :

- ١ - تعديل عقد التأسيس أو النظام الأساسي للشركة .
- ٢ - بيع كل المشروع الذي قامت به الشركة أو التصرف فيه بأي وجه
آخر .
- ٣ - حل الشركة أو اندماجها في شركة أو هيئة أخرى .
- ٤ - تخفيض رأس مال الشركة .

خامسا - حسابات الشركة

سادة ٣١ - يكون للشركة مراقب حسابات أو أكثر من المحاسبين القانونيين ، تعينه
الجمعية العامة وتقدر أتعابه ، وعليه مراقبة حسابات السنة المالية
التي عين لها .

سادة ٣٢ - تبدأ السنة المالية للشركة من أول يناير وتنتهي في ٣١ ديسمبر من
كل سنة .

سادة ٣٣ - تكون للمراقب الصلاحيات وعليه الالتزامات المنصوص عليها في قانون

الشركات التجارية ، وله بوجه خاص ، الحق في الاطلاع في أى وقت ، على جميع دفاتر الشركة وسجلاتها ومستنداتها ، وفي سلب البيانات ، التي يرى ضرورة الحصول عليها ، وله كذلك أن يحتقر في موجد سودا ، الشركة والتزاماتها ، وإذا لم يمكن من استعمال هذه الوسائل ، اثبت ذلك كتابة في تقرير يقد ، الى مجلس الإدارة ويمرر على الجمعية العامة ، وله دعوة الجمعية العامة لهذا الغرض .

سادة ٣٤ - يندم المراقب الى الجمعية العامة مبررا يبين فيه ما اذا كانت المراقبة وحسابات الأرباح والخسائر ، تتفق مع الواقع ، وربما ما لا يوافق من المركز المالي الحقيقي للشركة ، وما اذا كانت البيانات الواردة في تقرير مجلس الإدارة متفقة مع ما هو وارد في دفاتر الشركة ، وما اذا كانت هناك مخالفات لأحكام نظام الشركة أو لأحكام القانون قد وضعت خلال السنة المالية على وجه يوتر في نشاط الشركة أو مركزها المالي ، مع بيان ما اذا كانت هذه المخالفات لا تزال قائمة ، وذلك في حدود المعلومات التي توافرت لديه .

ويكون المراقب مسؤولا عن صحة البيانات الواردة في تقريره بوعفه وكيملا عن مجموع المساهمين ، ويجوز مناقشته اثناء عقد الجمعية العامة واستيضاح ما ورد في تقريره .

سادة ٣٥ - يقتطع من الأرباح غير المافية نسبة مئوية يحددها مجلس الإدارة لاستهلاك موجودات الشركة أو التعويض عن نزول قيمتها ، كما يقتطع جزء من الأرباح ، تحدد الجمعية العامة ، لمواجهة الالتزامات المترتبة على الشركة بموجب قوانين العمل .

سادة ٣٦ - تحول جميع الأرباح الصافية الى وزارة المالية مع بيان قيمة المبلغ المخصص كاحتياطي اجباري (١٠ ٪) من تلك الأرباح ، وذلك بعد استقطاع ما تقرره الجمعية العامة من مكافآت لأعضاء مجلس الإدارة .

سادة ٣٧ - تودع أموال الشركة النقدية لدى بنك أو عدة بنوك يعينها مجلس الإدارة ، ويحدد مجلس الإدارة الحد الأعلى من المال النقدي الذي يجوز لأمين الصندوق أن يحتفظ به في صندوق الشركة .

سادسا - انقضاء الشركة وتصفيتها

مادة ٣٨ - تنقضي الشركة بأحد الأنور المنصوص عليها في قانون الشركات التجارية .

مادة ٣٩ - تجرى تصفية أموال الشركة عند انقضائها وفقا للأحكام الواردة في قانون الشركات التجارية .



بعض موظفي شركة نفط الكويت يتلقون العلاج الطبيعي في الهواء الطلق ١٩٥٨
Some of KOC Employees Getting Physiotherapy Treatment in Open Air Back in 1958

(10515)

CONVENTION
BETWEEN THE
UNITED KINGDOM AND TURKEY
RESPECTING THE
PERSIAN GULF AND ADJACENT
TERRITORIES.

[WITH MAPS.]

Signed at London, July 29, 1913.

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Bahrain

CONVENTION RESPECTING THE PERSIAN GULF AND ADJACENT TERRITORIES.

Signed at London, July 29, 1913.

(Translation.)

SA Majesté le Roi du Royaume-Uni de la Grande-Bretagne et d'Irlande et des Territoires britanniques au delà des Mers, Empereur des Indes, et Sa Majesté l'Empereur des Ottomans, animés par le sincère désir de régler, par un accord complet, certaines questions touchant leurs intérêts respectifs dans le Golfe Persique et dans les territoires environnants, ont résolu de conclure une convention spéciale en vue de prévenir toute cause éventuelle de malentendu entre leurs Gouvernements en qui concerne ces questions.

En conséquence, ils ont nommé pour leurs Plénipotentiaires, savoir :

Sa Majesté le Roi du Royaume-Uni de la Grande-Bretagne et d'Irlande et des Territoires britanniques au delà des Mers, Empereur des Indes : Le Très Honorable Sir Edward Grey, Baronnet du Royaume-Uni, Chevalier du Très Noble Ordre de la Jarretière, Membre du Parlement, Principal Secrétaire d'État de Sa Majesté au Département des Affaires Étrangères ;

Sa Majesté l'Empereur des Ottomans : Son Altesse Hakki Pacha, ancien Grand Vézir, décoré des Grands Cordons des Ordres Impériaux de l'Osmanieh et du Medjidié en brillants ;

Lesquels, s'étant communiqué leurs pleins pouvoirs, trouvés en

[81]

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, and His Imperial Majesty the Sultan of Turkey, inspired with a sincere desire to settle in complete agreement certain questions with regard to their respective interests in the Persian Gulf and the surrounding territories, have resolved to conclude a special convention with the object of preventing any eventual cause of misunderstanding between their Governments on these questions.

They have accordingly appointed the following as their Plenipotentiaries, that is to say:

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India: the Right Honourable Sir Edward Grey, Baronet of the United Kingdom, Knight of the Most Noble Order of the Garter, Member of Parliament, His Majesty's Principal Secretary of State for Foreign Affairs ;

His Imperial Majesty the Sultan of Turkey: His Highness Hakki Pasha, late Grand Vizier, Grand Cordon of the Imperial Orders of the Osmanieh and the Medjidié in brilliants ;

Who, having communicated to one another their full powers,

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bonne et due forme, sont convenus de ce qui suit :

I.—*Koweit.*

ARTICLE 1^{er}.

Le territoire de Koweit, tel qu'il est délimité par les articles 5 et 7 de cette convention, forme un kaza autonome de l'Empire ottoman.

ARTICLE 2.

Le cheikh de Koweit arborera comme par le passé le drapeau ottoman, avec, s'il le désire, le mot "Koweit" inscrit au coin, et il jouira d'une autonomie administrative complète dans la zone territoriale définie à l'article 5 de cette convention. Le Gouvernement Impérial ottoman s'abstiendra de toute immixtion dans les affaires de Koweit, y compris la question de la succession, et de tout acte d'administration ainsi que de toute occupation et tout acte militaire, dans les territoires qui en font partie. En cas de vacance, le Gouvernement Impérial ottoman nommera kaïmakam, par firman Impérial, le successeur du cheikh défunt. Il aura aussi la faculté de nommer auprès du cheikh un commissaire pour protéger les intérêts et les indigènes des autres parties de l'Empire.

ARTICLE 3.

Le Gouvernement Impérial ottoman reconnaît la validité des conventions que le cheikh de Koweit a conclues précédemment avec le Gouvernement de Sa Majesté britannique en date

found in good and due form, have agreed as follows:—

I.—*Koweit.*

ARTICLE 1.

The territory of Koweit, as delimited by articles 5 and 7 of this convention, forms an autonomous kaza of the Ottoman Empire.

ARTICLE 2.

The Sheikh of Koweit shall, as heretofore, fly the Ottoman flag, with the word "Koweit" inscribed in the corner, if he so desire, and he shall enjoy complete administrative autonomy in the territorial zone defined in article 5 of this convention. The Imperial Ottoman Government shall abstain from any interference in the affairs of Koweit, including the question of the succession, and from any administrative act or occupation, and from any military act, in the territories forming part thereof. In the event of a vacancy, the Imperial Ottoman Government shall appoint the successor of the late Sheikh, by Imperial firman, to bekaïmakam. The Imperial Ottoman Government shall also be free to accredit to the Sheikh a commissioner to protect the interests and the natives of other parts of the Empire.

ARTICLE 3.

The Imperial Ottoman Government recognise the validity of the conventions previously concluded by the Sheikh of Koweit with His Britannic Majesty's Government, dated the


Ottoman

des 23 janvier, 1899, 24 mai, 1900, et 28 février, 1904, et dont les textes sont annexés (annexes I, II, III) à la présente convention. Il reconnaît aussi la validité des concessions de terrains faites par ledit cheikh au Gouvernement de Sa Majesté britannique et aux sujets britanniques, ainsi que celle des engagements consignés dans la note adressée à la date du 24 octobre, 1911, par le Principal Secrétaire d'État de Sa Majesté britannique pour les Affaires Étrangères à l'Ambassadeur de Sa Majesté Impériale le Sultan à Londres, dont le texte est annexé (annexe IV).

ARTICLE 4.

En vue de confirmer l'entente déjà établie entre les deux Gouvernements par les assurances échangées le 6 septembre, 1901, entre l'ambassade de Sa Majesté britannique à Constantinople et le Ministère Impérial des Affaires Étrangères, le Gouvernement de Sa Majesté britannique déclare qu'en tant qu'aucun changement ne sera apporté par le Gouvernement Impérial ottoman au *statu quo* de Koueit, tel qu'il se trouve défini par la présente convention, il ne changera en rien la nature de ses relations avec le Gouvernement de Koueit et n'établira pas de protectorat sur le territoire qui lui est attribué. Le Gouvernement Impérial ottoman prend acte de cette déclaration.

ARTICLE 5.

L'autonomie du cheikh de Koueit est exercée par lui dans les territoires dont la limite forme un demi-cercle avec la

23rd January, 1899, the 24th May, 1900, and the 28th February, 1904, the texts of which are annexed to this convention (Annexes I, II, III). They recognise also the validity of the concessions of land granted by the said Sheikh to His Britannic Majesty's Government and to British subjects, and the validity of the engagements enclosed in the note dated the 24th October, 1911, addressed by His Britannic Majesty's Principal Secretary of State for Foreign Affairs to the Ambassador of His Imperial Majesty the Sultan in London, the text of which is annexed (Annex IV).

ARTICLE 4.

With the view of confirming the understanding already reached between the two Governments by the assurances exchanged on the 6th September, 1901, between His Britannic Majesty's Embassy at Constantinople and the Imperial Ministry for Foreign Affairs, His Britannic Majesty's Government declare that, so long as no change be made by the Imperial Ottoman Government in the *status quo* in Koweit, as defined by this convention, they will make no change in the nature of their relations with the Government of Koweit, and will establish no protectorate over the territory which is assigned to it. The Imperial Ottoman Government take note of this declaration.

ARTICLE 5.

The Sheikh of Koweit exercises autonomy in the territory of which the boundary forms a semi-circle with the town of

ville de Koueit au centre, le Khor-Zoubair à l'extrémité septentrionale et Kraine à l'extrémité méridionale. Cette ligne est indiquée en rouge sur la carte annexée à la présente convention (annexe V). Les îles de Ouarba, Boubiane, Machiane, Failaka, Anha, Koubar, Karou, Makta et Oumm-el-Maradine, avec les îlots et les eaux adjacents, sont compris dans cette zone.

ARTICLE 6.

Les tribus qui se trouvent dans les limites indiquées à l'article suivant sont reconnues comme dépendant du cheikh de Koueit, qui percevra leurs dîmes comme par le passé et exercera à leur égard les attributions administratives qui lui reviennent en sa qualité de kaïmakam ottoman. Le Gouvernement Impérial ottoman n'exercera dans cette zone aucun acte d'administration indépendamment du cheikh de Koueit et s'abstiendra d'y établir des garnisons ou d'y exercer une action militaire quelconque sans s'être préalablement entendu avec le Gouvernement de Sa Majesté britannique.

ARTICLE 7.

Les limites du territoire dont il est parlé à l'article précédent sont fixées comme suit :

La ligne de démarcation part de la côte à l'embouchure du Khor-Zoubair vers le nord-ouest et passe immédiatement au sud d'Oumm-Kasr, de Safwan et de Djebel-Sanam, de façon à laisser ces endroits et leurs puits au vilayet de Basra; arrivée au Batine, elle le suit vers le sud-

Koweit at the centre, the Khor-Zoubair at the northern and Kraine at the southern end. This line is marked in red on the map annexed to this convention (Annex V) The islands of Warba, Bubiyan, Mashjan, Failakah, 'Anha, Kubbar, Quru, Makta, and Umm-el-Maragim, with the adjacent islets and waters, are included in this zone.

ARTICLE 6.

The tribes lying within the boundaries laid down in the following article are recognised as dependent on the Sheikh of Koweit, who shall collect their tithes as heretofore, and shall exercise over them the administrative functions which attach to him in his capacity of Ottoman kaïmakam. The Imperial Ottoman Government shall carry out no administrative act in this zone independently of the Sheikh of Koweit, and shall abstain from placing garrisons there or taking any military step there whatsoever without having previously come to an understanding with His Britannic Majesty's Government.

ARTICLE 7.

The boundaries of the territory referred to in the preceding article are fixed as follows:—

The line of demarcation runs north-west from the coast at the mouth of the Khor-Zoubair and passes immediately south of Um-Kasr, Safwan, and Jebel-Sanam, leaving these places and their wells to the vilayet of Basra; on reaching the Batine the line follows it towards the south-

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ouest jusqu'à Hafr-el-Batine qu'elle laisse du côté de Koueit; de ce point ladite ligne va au sud-est en laissant à Koueit les puits d'Es-Safa et d'El-Garaa, d'El-Haba, Ouabra et Antaa pour aboutir à la mer près de Djebel-Mounifa. Cette ligne est marquée en vert sur la carte annexée à la présente convention (annexe V).

ARTICLE 8.

Dans le cas où le Gouvernement Impérial ottoman s'entendrait avec le Gouvernement de Sa Majesté britannique pour faire aboutir la ligne ferrée de Bagdad-Basra à la mer au terminus de Koueit ou à tout autre terminus dans le territoire autonome, les deux Gouvernements s'entendront sur les dispositions à prendre touchant la garde de la ligne et des stations ainsi que l'établissement de bureaux douaniers, dépôts de marchandises et toute autre installation accessoire au service de la voie ferrée.

ARTICLE 9.

Le cheikh de Koueit jouira en pleine sécurité des droits de propriété privée qu'il possède dans le territoire du vilayet de Basra. Ces droits de propriété privée devront s'exercer en conformité de la loi ottomane et les biens immobiliers qu'ils concernent seront soumis aux impôts et charges, au mode de conservation et de transmission et à la juridiction établis par les lois ottomanes.

ARTICLE 10.

Les criminels des provinces voisines ne seront pas reçus

west to Hefir-el-Batin, which it leaves on the side of Koweit; thence the said line runs south-east, leaving to Koweit the wells of Es-Safa and El-Garaa, Elheba, Wabra, and Antaa, and reaches the sea near Jebel-Manifa. This line is marked in green on the map annexed to this convention (Annex V).

ARTICLE 8.

In the event of the Imperial Ottoman Government agreeing with His Britannic Majesty's Government to extend the Bagdad-Basra Railway to the sea at the terminus of Koweit, or to any other terminus in the autonomous territory, the two Governments shall come to an understanding as to the measures to be taken with respect to the guarding of the line and stations, and with regard to the establishment of customs offices, warehouses, and any other installation accessory to the service of the railway.

ARTICLE 9.

The Sheikh of Koweit shall enjoy in full security the private proprietary rights which he possesses in the territory of the Basra vilayet. These private proprietary rights must be exercised in accordance with Ottoman law, and the real estate concerned shall be subject to such taxes and charges, method of registration and of transfer, and to such jurisdiction as are imposed by Ottoman law.

ARTICLE 10.

Criminals of the neighbouring provinces shall not be allowed

dans le territoire de Koueit et seront repoussés si on les y trouve; également les criminels de Koueit ne seront pas reçus dans les provinces voisines et seront repoussés si on les y trouve.

Il est entendu que cette disposition ne servira pas aux autorités ottomanes de prétexte d'immixtion dans les affaires de Koueit; elle ne servira pas non plus au cheikh de Koueit de prétexte d'immixtion dans les affaires des provinces voisines.

II.—*El-Katr.*

ARTICLE 11.

Le sandjak ottoman de Nedjd, dont la limite septentrionale est indiquée par la ligne de démarcation définie à l'article 7 de cette convention, se termine vers le sud au golfe faisant face à l'île de Zahnounié, qui appartient audit sandjak. Une ligne partant du fond extrême dudit golfe ira directement au sud jusqu'au Ruba'-al-Khali et séparera le Nedjd de la presqu'île d'El-Katr. Les limites du Nedjd sont indiquées par une ligne bleue sur la carte annexée à la présente convention (annexe VA). Le Gouvernement Impérial ottoman ayant renoncé à toutes ses réclamations concernant la presqu'île d'El-Katr, il est entendu entre les deux Gouvernements que ladite presqu'île sera, comme par le passé, gouvernée par le cheikh Djassim-bin-Sani et par ses successeurs. Le Gouvernement de Sa Majesté britannique déclare qu'il ne permettra pas au cheikh de Bahreine de s'immiscer dans les affaires intérieures d'El-Katr, de porter atteinte à l'autonomie de ce pays ou de l'annexer.

to enter the territory of Koweit, and shall be expelled if found there; similarly criminals of Koweit shall not be allowed to enter the neighbouring provinces and shall be expelled if found there.

It is understood that this stipulation shall not afford a pretext to the Ottoman authorities to interfere in the affairs of Koweit; nor, on the other hand, shall it afford a pretext to the Sheikh of Koweit to interfere in the affairs of the neighbouring provinces.

II.—*El-Katr.*

ARTICLE 11.

The Ottoman sanjak of Nejd, the northern boundary of which is marked by a line of demarcation defined in article 7 of this Convention, ends on the south at the gulf opposite the island of Zakhnuniyah, which belongs to the said sanjak. A line starting from the extreme end of the said gulf shall run due south to Ruba'-al-Khali, and shall separate Nejd from the El-Katr peninsula. The boundaries of Nejd are marked by a blue line on the map annexed to this Convention (Annex VA). The Imperial Ottoman Government having renounced all their claims with regard to the El Katr peninsula, it is agreed between the two Governments that the said peninsula shall be governed, as heretofore, by Sheikh Jassim-bin-Sani and his successors. His Britannic Majesty's Government declare that they will not permit the Sheikh of Bahrein to interfere in the internal affairs of El-Katr, to infringe the autonomy of the country, or to annex it.



ARTICLE 12.

Il sera permis aux habitants de Bahreine de visiter l'île de Zahnounié pour la pêche et d'y demeurer en pleine liberté pendant l'hiver comme par le passé, sans qu'aucun nouvel impôt leur soit imposé.

III.—*Bahreine.*

ARTICLE 13.

Le Gouvernement Impérial ottoman renonce à toutes ses réclamations concernant les îles Bahreine, y compris les deux îles Lubainat - el - Aliya et Lubainat-es-Saffiya, et reconnaît l'indépendance de ce pays. De son côté, le Gouvernement de Sa Majesté britannique déclare qu'il n'a aucune intention d'annexer à ses territoires les îles Bahreine.

ARTICLE 14.

Le Gouvernement de Sa Majesté britannique s'engage vis-à-vis du Gouvernement Impérial ottoman à veiller à ce que le cheikh de Bahreine ne perçoive pas des sujets ottomans de droits sur la pêche des huîtres perlières d'un taux plus élevé que celui qui sera imposé aux autres intéressés les plus favorisés.

ARTICLE 15.

Les sujets du cheikh de Bahreine seront considérés comme étrangers dans les territoires ottomans et pourront être protégés par les consuls de Sa Majesté britannique. Toutefois, cette protection devra s'exercer

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ARTICLE 12.

The inhabitants of Bahrein shall be permitted to visit the island of Zakhnuniya for purposes of fishing, and to reside there in complete liberty during the winter as heretofore, without any new tax being imposed on them.

III.—*Bahrein.*

ARTICLE 13.

The Imperial Ottoman Government renounce all their claims with regard to the Bahrein islands, including the two islets of Lubainat-el-Aliya and Lubainat-es-Saffiya, and recognise the independence of that country. His Britannic Majesty's Government on their part declare that they have no intention of annexing the Bahrein islands to their territory.

ARTICLE 14.

His Britannic Majesty's Government give an undertaking to the Imperial Ottoman Government that they will guard against the Sheikh of Bahrein levying from Ottoman subjects dues on pearl-fishing at a higher rate than that imposed on other interested and most favoured parties.

ARTICLE 15.

The subjects of the Sheikh of Bahrein shall be considered to be foreigners within Ottoman territory, and shall be under the protection of His Britannic Majesty's consuls. Provided always that this protection shall

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en conformité des règles générales du droit international européen, les sujets de Bahreine n'ayant pas le droit de jouir des privilèges accordés par les Capitulations aux sujets de certaines Puissances.

IV.—*Golfe Persique.*

ARTICLE 16.

Le Gouvernement de Sa Majesté britannique ayant, aussi bien pour la sauvegarde de ses intérêts spéciaux que dans un but élevé d'humanité, entrepris de tout temps des mesures de police maritime dans les eaux libres du Golfe Persique aussi bien que sur le littoral appartenant aux cheikhs indépendants de la côte au sud d'El-Katr jusqu'à l'Océan Indien, le Gouvernement Impérial ottoman apprécie l'importance de ces efforts déjà séculaires et déclare ne pas s'opposer à ce que le Gouvernement de Sa Majesté britannique exerce comme par le passé dans le Golfe Persique les mesures suivantes :

- (a.) Sondages, allumage des phares, mise des bouées, pilotage.
- (b.) Police maritime.
- (c.) Mesures quaranténaires.

Le Gouvernement Impérial ottoman réserve à cette occasion tous les droits qui lui reviennent comme Puissance territoriale sur les côtes ainsi que sur les eaux territoriales ottomanes.

V.—*Commission de Délimitation.*

ARTICLE 17.

Les deux Gouvernements sont d'accord pour nommer, dans le

be exercised in pursuance of the general rules of European international law, the subjects of Bahrein not having the right to enjoy the privileges granted by the Capitulations to the subjects of certain Powers.

IV.—*Persian Gulf.*

ARTICLE 16.

His Britannic Majesty's Government having, as well for the safeguarding of their special interests as in a high spirit of humanity, undertaken from all time the policing of the free waters of the Persian Gulf and of the littoral belonging to the independent Sheikhs of the coast south of El-Katr down to the Indian Ocean, the Imperial Ottoman Government appreciate the importance of these time-honoured efforts, and undertake not to oppose His Britannic Majesty's Government carrying on, as heretofore, the following services in the Persian Gulf:—

- (a.) Soundings, lighting of lighthouses, placing of buoys, pilotage.
- (b.) Maritime police.
- (c.) Quarantine measures.

The Imperial Ottoman Government take this opportunity to reserve all rights on the Ottoman territorial shores and waters which attach to them as a territorial Power.

V.—*Delimitation Commission.*

ARTICLE 17.

The two Governments agree to appoint, with the least pos-



plus bref délai, des commissaires qui auront à appliquer sur le terrain les limites établies par les articles 5, 7 et 11 de cette convention en en dressant un plan détaillé et un procès-verbal explicatif. Le plan et le procès-verbal susénoncés, une fois dûment dressés et signés par les commissaires respectifs, seront considérés comme partie intégrante de la présente convention.

ARTICLE 18.

La présente convention sera ratifiée et les instruments de ratification en seront échangés à Londres aussitôt que faire se pourra, et au plus tard dans un délai de trois mois.*

En foi de quoi, les Plénipotentiaires respectifs ont signé la présente convention et y ont apposé leurs cachets.

Fait à Londres, en double original, le 29 juillet, 1913.

(L.S.) E. GREY.
(L.S.) I. HAKKY.

sible delay, commissioners charged to fix on the spot the boundaries laid down in articles 5, 7, and 11 of this convention, who shall draw up a detailed plan and an explanatory statement thereof. Once duly drawn up and signed by the respective commissioners, the above-mentioned plan and statement shall be considered as forming an integral part of this convention.

ARTICLE 18.

This convention shall be ratified and the ratifications thereof shall be exchanged in London as soon as possible, and at the latest within three months.*

In witness whereof the respective Plenipotentiaries have signed this convention and have affixed thereto their seals.

Done at London, in duplicate, the 29th July, 1913.

(L.S.) E. GREY.
(L.S.) I. HAKKY.

* This period has been prolonged by subsequent agreement between the High Contracting Parties until October 31, 1914.

ANNEX I.*

Agreement of January 23, 1899, with the Sheikh of Koweit.

(Translation.)

Praise be to God alone (*lit.* in the name of God Almighty) (" Bissim Illah Ta'alah Shanho ").

THE object of writing this lawful and honourable bond is, that it is hereby covenanted and agreed between Lieutenant-Colonel Malcolm John Meade, I.S.C., Her Britannic Majesty's Political Resident, on behalf of the British Government, on the one part, and Sheikh Mubarak-bin-Sheikh Subah, Sheikh of Koweit, on the other part; that the said Sheikh Mubarak-bin-Sheikh Subah, of his own free will and desire, does hereby pledge and bind himself, his heirs and successors, not to receive the agent or representative of any Power or Government at Koweit, or at any other place within the limits of his territory, without the previous sanction of the British Government; and he further binds himself, his heirs and successors, not to cede, sell, lease, mortgage, or give for occupation or for any other purpose, any portion of his territory to the Government or subjects of any other Power without the previous consent of Her Majesty's Government for these purposes. This engagement also to extend to any portion of the territory of the said Sheikh Mubarak which may now be in possession of the subjects of any other Government.

In token of the conclusion of this lawful and honourable bond, Lieutenant-Colonel Malcolm John Meade, I.S.C., Her Britannic Majesty's Political Resident in the Persian Gulf, and Sheikh Mubarak-bin-Sheikh Subah, the former on behalf of the British Government, and the latter on behalf of himself, his heirs and successors, do each, in the presence of witnesses, affix their signatures, on this the 10th day of Ramazan, 1316, corresponding with the 23rd day of January, 1899.

(L.S.) M. J. MEADE,
*Political Resident in the
Persian Gulf.*

(L.S.) MUBARAK-EL-SUBAH.

Witnesses :

(L.S.) E. WICKHAM HORE, *Captain, I.M.S.*
(L.S.) J. CALCOTT GASKIN.
(L.S.) MUHAMMAD RAHIM-BIN-ABDUL
NEBI SAFFER.

* Referred to in article 3 of the convention (see p. 2 above).

ANNEX II.*

Agreement by Sheikh Mubarek-bin-Subah, Chief of Koweit.

(Translation.)

I AGREE to absolutely prohibit the importation of arms into Koweit or exportation therefrom, and to enforce this I have issued a notification and proclamation to all concerned.

. Dated this 24th day of Moharrum, 1318 (24th day of May, 1900).

(Seal of Sheikh Mubarek-el-Subah.)

ANNEX III.*

Postal Agreement of February 28, 1904, with the Sheikh of Koweit.

(Translation.)

AS the British Government has agreed, in accordance with my desire and for the benefit of traders, to establish a post office at Koweit, I, on my part, agree not to allow the establishment here of a post-office by any other Government. I accordingly write this undertaking on behalf of myself and my successors.

(Seal of Sheikh Mubarek-el-Subah).

Koweit, the 11th Zil Haj, 1321
(February 28, 1904).

ANNEX IV.*

Sir Edward Grey to Tewfik Pasha.

Your Highness,

Foreign Office, October 24, 1911.

IN compliance with the request which, under instructions from your Government, you were good enough to make to me on the 16th ultimo, I have the honour to transmit to you herewith copies of the agreements concluded by His Majesty's Government with the Trucial chiefs of Oman and the Sheikhs of Bahrein and Koweit.

With respect to these agreements His Majesty's Government have the following observations to make :—

As regards (A), His Majesty's Government have informed the Sheikh of Koweit that so long as he and his heirs and successors act up to their obligations under the agreement, His Majesty's Government undertake to support them and accord them their good offices. His Majesty's Government reserve to themselves the right to interpret that term at their discretion.

His Majesty's Government hold, moreover, a lease of land from the Sheikh of Koweit.

As regards (B) and (C), His Majesty's Government take occasion to remind the Sublime Porte that British rights in the Persian Gulf and on the coast rest not merely on the agreements concluded, and transmitted herewith to the Ottoman Government, but on the custom, consent, and long-established relations between the local chiefs and the Government of India.

* Referred to in article 3 of the convention (see above, p. 2).

His Majesty's Government hope that in the communication of these agreements, together with the supplementary declarations which are hereby brought to the notice of the Ottoman Government, the Sublime Porte will see proof of His Majesty's Government's goodwill and desire to facilitate the conclusion of the negotiations.

I have, &c.
E. GREY.



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-B. Hermon-

**Enclosures in Sir E. Grey's Note to Tewfik Pasha of
October 24, 1911.]**

*Agreements between His Majesty's Government and the Sheikhs of
Koweit and Bahrein and the Trucial Chiefs of Oman*

(A.) Koweit.

(1.)

Agreement of January 23, 1899, with Sheikh of Koweit.

(See Annex I, p. 10, above.)

(2.)

Agreement by Sheikh Mubarek-bin-Subah, Chief of Koweit.

(See Annex II, p. 11, above.)

(3.)

Postal Agreement of February 28, 1904, with the Sheikh of Koweit.

(See Annex III, p. 11, above.)

(B.) Bahrein.

**Treaties and Engagements relating to Bahrein and the
Trucial Arab Chiefs of Oman.**

(1.)

Preliminary Treaty with the Sheikhs of Bahrein, 1820.

(Translation.)

In the name of God the Merciful, the Compassionate!

Know all men there hath come into the presence of General
Sir William Grant Keir, the Saeed Abdool Jalil, vakeel on the

part of the Sheikhs Suleiman-bin-Ahmed and Abdulla-bin-Ahmed, and there have passed between the general and the said Abdool Jalil, on the part of the above named, the following stipulations:—

ARTICLE 1.

That the Sheikhs shall not permit from henceforth in Bahrein or its dependencies the sale of any commodities which have been procured by means of plunder and piracy, nor allow their people to sell anything of any kind whatsoever to such persons as may be engaged in the practice of plunder and piracy; and if any of their people shall act contrary hereto, it shall be equivalent to an act of piracy on the part of such individuals.

ARTICLE 2.

That they shall deliver up all the Indian prisoners who may be in their possession.

ARTICLE 3.

The Sheikhs Suleiman-bin-Ahmed and Abdulla-bin-Ahmed shall be admitted to the terms of the general treaty with the friendly Arabs.

(End of the articles.)

Issued at Shargah in triplicate on Saturday, the 20th of the month of Rabe-ool-Thany, in the year of the Hegira 1235, corresponding to the 5th February, 1820.

(L.S.) W. G. KEIR, *Major-General*.

The above articles accepted by me in quality of vakeel of the sheikh named above.

SAEED ABDOOL JALIL-BIN-SAEED
YASAL TABATABAY.

(2.)

Further Engagement entered into by Sheikh Mahomed-bin-Khaleefa with the British Government for the more effectual Suppression of the Slave Trade, 1856.

(Translation.)

It having been notified to me by Captain Jones, resident in the Persian Gulf, that an article was omitted to be inserted in the conventions entered into by the maritime chiefs of the Arabian coast and Oman with the British Government for the purpose of prohibiting the importation of, and traffic in, slaves, which convention, on my part, bears date the 22nd Jumadee-ool-awal, 1263 A.H. (8th May, 1847), accordingly, I, Sheikh Mahomed-bin-Khaleefa, Chief of Bahrein, do hereby engage and bind myself (purely out of friendship to the Sircar, and to assist it in effectually attaining the object it desires) to put into execution the said article.

The article is this:—

Yasal Tabatabay
Bahrein

Whensoever it shall become known and certain that from any quarter whatsoever slaves have been brought to my territories, or to any places subject to my authority, I, of my own free will and accord, will seize the said slaves and deliver them over to the British vessels of war. Further, should it be ascertained that slaves have been carried in any of my vessels or in the vessels of people, my subjects, or dependents, and it should happen that the Government cruisers did not fall in with the said vessels, then, no matter where the slaves have been landed, do I hereby bind myself to place an embargo upon the delinquent boat and her nakhoda until such time as instructions have been received from the Resident at Bushire regarding them.

Dated this 15th day of Ramzan, A.H. 1272 (or the 10th day of May, 1856 A.D.).

(L.S.) Sheikh MAHOMED-BIN-KHALEEFA.

A similar engagement was entered into by the maritime chiefs of Ras-ool-Kheirnar, Ummool Keirweyn, Debay, Ejman, and Aboo Dheebbee.

(3.)

Terms of the Friendly Convention entered into between Sheikh Mahomed-bin-Khuleefa, Independent Ruler of Bahrein, on the part of Himself and Successors, and Captain Felix Jones, Her Majesty's Indian Navy, Political Resident of Her Britannic Majesty in the Gulf of Persia, on the part of the British Government, 1861.

Preliminary.—Considering the tribe disorders which arise and are perpetrated from maritime aggressions in the Persian Gulf, I, Sheikh Mahomed-bin-Khuleefa, independent Ruler of Bahrein, on my own part and on that of my heirs and successors, in the presence of the chiefs and elders who are witnesses to this document, do subscribe and agree to a perpetual Treaty of Peace and Friendship with the British Government, having for its object the advancement of trade and the security of all classes of people navigating or residing upon the coasts of the sea:—

ARTICLE 1.

I recognise as valid and in force all former treaties and conventions agreed to between the chiefs of Bahrein and the British Government, either direct or through the mediation of its representatives in this Gulf.

ARTICLE 2.

I agree to abstain from all maritime aggressions of every description, from the prosecution of war, piracy, and slavery by sea, so long as I receive the support of the British Government

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n the maintenance of the security of my own possessions against similar aggressions directed against them by the chiefs and tribes of this Gulf.

ARTICLE 3.

In order that the above engagements may be fulfilled, I agree to make known all aggressions and depredations which may be designed, or have place at sea, against myself, territories, or subjects as early as possible to the British Resident in the Persian Gulf, as the arbitrator in such cases, promising that no act of aggression or retaliation shall be committed at sea by Bahreins or in the name of Bahrein, by myself or others under me, on other tribe, without his consent or that of the British Government, if it should be necessary to procure it. And the British Resident engages that he will forthwith take the necessary steps for obtaining reparation for every injury proved to have been inflicted, or in course of infliction, by sea, upon Bahrein or upon its dependencies in this Gulf. In like manner, I, Sheikh Mahomed-bin-Khuleefa, will afford full redress for all maritime offences, which in justice can be charged against my subjects or myself, as the Ruler of Bahrein.

ARTICLE 4.

British subjects of every denomination, it is understood, may reside in and carry on their lawful trade in the territories of Bahrein, their goods being only subject to an *ad valorem* duty of 5 per cent. in cash or in kind. This amount once paid shall not be demanded again on the same goods if exported from Bahrein to other places; and in respect to the treatment of British subjects and dependents they shall receive the treatment and consideration of the subjects and dependents of the most favoured people. All offences which they may commit, or which may be committed against them, shall be reserved for the decisions of the British Resident, provided the British agent located at Bahrein shall fail to adjust them satisfactorily. In like manner the British Resident will use his good offices for the welfare of the subjects of Bahrein in the ports of the maritime Arab tribes of this Gulf in alliance with the British Government.

ARTICLE 5.

These articles of alliance shall have effect from the date of ratification or approval by the British Government.

Done at Bahrein, this 20th day at Zilkad, in the year of the Hegira 1277, corresponding with the 31st day of May, 1861.

Signature and seal of Felix Jones,
Political Resident in the Persian Gulf.

(Seal of Sheikh Mahomed, Ruler
of Bahrein.)

(Seal of Sheikh Ali-bin-Khuleefa,
brother of the above.)


Felix Jones

Elders of Bahrein and witnesses to this convention:—

- (Seal of Sheikh Hamid-bin-Mahomed,
cousin of Sheikh Mahomed.)
- (Seal of Sheikh Ahmed-bin-Murabek,
cousin of Sheikh Mahomed.)
- (Seal of Sheikh Khuleefa-bin-Mahomed,
cousin of Sheikh Mahomed.)

Approved by his Excellency the Governor-General in Council on the 9th October, 1861, and ratified by the Government of Bombay on the 25th February, 1862.

(4)

Agreement entered into by Ali-bin-Khuleefa, Sheikh of Bahrein, 1868.

(Translation.)

We, the undersigned, Ali-bin-Khalifeh and the inhabitants and subjects of Bahrein in general, do hereby declare that Mahomed-bin-Khalifeh, having repeatedly committed acts of piracy and other irregularities at sea, and having now, after his recent piratical act, fled from Bahrein, has forfeited all claim to his title as Principal Sheikh and Chief of Bahrein, and at the present moment there being no other sheikh, I, Ali-bin-Khalifeh, received the resident's letter addressed to Mahomed-bin-Khalifeh, and have understood the demands therein made, and I hereby agree and accept the conditions as follows:—

1. To make over to-morrow morning, the 19th Jemadi-ool-awul, 1285 (7th September, 1868), to the high in rank, Captain Brown, commanding Her Majesty's ships present, all the war buglas and buteels belonging to Mahomed-bin-Khalifeh and myself.

2. To pay the resident the sum of 1 lakh of dollars in the manner specified below:—

25,000 dollars cash, payable on the spot on the 7th September, 1868.

75,000 dollars by three annual instalments of 25,000 dollars, each instalment being payable on the 7th September of each successive year until the total sum is paid up.

3. To consider Mahomed-bin-Khalifeh as permanently excluded from all participation in the affairs of Bahrein and as having no claim to that territory, and in case of his returning to Bahrein I promise to seize and make him over to the Resident; but if I do not act up to the stipulations now agreed I may be considered a pirate, as Mahomed-bin-Khalifeh himself.

4. In view of preserving the peace at sea, and precluding the occurrence of further disturbance, and in order to keep the Resident informed of what happens, I promise to appoint an agent on my part at Bushire.

Written on the 18th Jemadi-ool-awul, 1285 (6th September, 1865).

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(5.)

**Agreement signed by the Chief of Bahrein, dated
December 22, 1880.**

(Translation.)

I, Isa-bin-Ali Al Khalifa, Chief of Bahrein, hereby bind myself and successors in the Government of Bahrein to the British Government to abstain from entering into negotiations or making treaties of any sort with any State or Government other than the British without the consent of the said British Government, and to refuse permission to any other Government than the British to establish diplomatic or consular agencies or coaling depôts in our territory, unless with the consent of the British Government.

This engagement does not apply to or affect the customary friendly correspondence with the local authorities of neighbouring States on business of minor importance.

The above agreement is subject to the approval and acceptance of his Excellency the Viceroy and Governor-General of India in Council.

(L.S.) Signature and seal of Isa-bin-Ali.

(L.S.) Signature and seal of Ahmad-bin-Ali.

Signed and sealed at Bahrein on the 22nd day of December, 1880, in my presence.

E. C. ROSS, *Lieutenant-Colonel,*
Political Resident, Persian Gulf.

The above agreement was accepted and ratified by Her Britannic Majesty's Government in 1881.

E. C. ROSS, *Colonel,*
Political Resident, Persian Gulf.

(6.)

**Exclusive Agreement of the Sheikh of Bahrein with the
British Government, dated March 13, 1892.**

I, Esau-bin-Ali, Chief of Bahrein, in the presence of Lieutenant-Colonel A. C. Talbot, C.I.E., Political Resident, Persian Gulf, do hereby solemnly bind myself and agree, on behalf of myself, my heirs and successors, to the following conditions, viz. :—

1. That I will on no account enter into any agreement or correspondence with any Power other than the British Government.

2. That without the assent of the British Government I will not consent to the residence within my territory of the agent of any other Government.

3. That I will on no account cede, sell, mortgage, or otherwise give for occupation any part of my territory save to the British Government.


Esau-bin-Ali

Dated Bahrein, the 13th March, 1892, corresponding with the 14th Shaaban, 1309.

(Signature of Esau-bin-Ali, Chief of Bahrein.)

A. C. TALBOT, *Lieutenant-Colonel,*
Resident, Persian Gulf.

LANSDOWNE,
Viceroy and Governor-General of India.

Ratified by his Excellency the Viceroy and Governor-General of India at Simla on the 12th day of May, 1892.

H. M. DURAND,
Secretary to the Government of
India, Foreign Department.

(7.)

Agreement with the Sheikh of Bahrein for the Suppression of Trade in Arms.

Agreement by the Sheikh of Bahrein, dated the 8th Zil Hijjah, 1315 (April 30, 1898).

(Translation.)

I agree to absolutely prohibit the importation of arms into Bahrein territory or exportation therefrom, and, to enforce this, I have issued a notification and proclamation to all concerned.

Sub-Enclosure 1 in (7).

Proclamation from Sheikh Esa-bin-Ali Al Khalifa, Chief of Bahrein, dated the 8th Zil Hijjah, 1315 (April 30, 1898).

(Translation.)

Be it known to all who see this that British and Persian vessels of war have permission to search vessels carrying their and our flags in Bahrein territorial waters, and to confiscate all arms and ammunition (weapons of war) in them, if those arms and ammunition are intended for Indian or Persian ports or the islands of Bahrein. Bahrein vessels found in Indian and Persian waters by British and Persian vessels of war suspected to contain arms and ammunition for Indian and Persian ports and the islands of Bahrein are liable to be searched by the said vessels, and all such arms and ammunition found in them will be confiscated as property of the State.

Sub-Enclosure 2 in (7).

Notification by Sheikh of Bahrein, dated the 8th Zil Hijjah,
1315 (April 30, 1898).

(Translation.)

Be it known to all who see this that, whereas we have already forbidden the sale of arms and ammunition to our subjects in the islands of Bahrein by our notification, dated the 13th Safar, 1313 (January 1896), and whereas there is reason to think that, notwithstanding our prohibition, many arms and much ammunition are imported into Bahrein, for the purpose of being exported therefrom to British Indian and Persian ports where such importation is prohibited, and whereas we have resolved to do all that lies in our power to assist the British and Persian Governments in putting a stop to this illegal traffic, we hereby declare that from the date of this notification the importation of arms and ammunition into the islands of Bahrein and the exportation of the same therefrom is absolutely prohibited.

All arms and ammunition in future imported into the islands of Bahrein or exported therefrom will be seized and confiscated as property of the State.

(C.) Trucial Chiefs of Oman.

(8.)

Coulnamah or Agreement between Sheikh Abdullah-bin-Croosh, on the part of Sheikh-ul-Mus, Sheikh Amir Sultan-bin-Suggur, Bin Kashid, Joasmee, and Captain David Seton, on the part of the Honourable East India Company. In Bunder Abbas, this 6th day of February, 1806.

ARTICLE 1.

There shall be peace between the Honourable East India Company and Sultan-bin-Suggur, Joasmee, and the whole of his dependents and subjects on the shores of Arabia and Persia, and they shall respect the flag and property of the Honourable East India Company and their subjects wherever and in whatever it may be, and the same the Honourable East India Company towards the Joasmee.

ARTICLE 2.

Should the Joasmee infringe the above, they shall be liable in the sum of 30,000 dollars, and on this condition Captain David Seton agrees to receive from Amir Sultan-bin-Suggur the brig now lying at Muscat, and to drop the claims to the cargo, guns, &c., of the said vessel and the "Shannon."

Hasan bin
Bahrein

ARTICLE 3.

Whatever British property shall be found in the Sorie fleet shall be restored.

ARTICLE 4.

Should any British vessel touch on the coasts of the Joasmee for wood or water, or be forced on shore by stress of weather or any other cause, the Joasmee shall assist and protect the said vessel and property, and permit it to be disposed of or carried away, as their owners shall see fit, without claim or demand.

ARTICLE 5.

Should Johood compel the Joasmee to infringe this peace they shall give three months' previous notice in all places.

ARTICLE 6.

When the above is confirmed and ratified by both parties the Joasmee shall frequent the English ports from Surat to Bengal as before.

DAVID SETON.

(Sealed) ABDULLAH-BIN-CROOSH.

Signed, sealed, and confirmed:

SULTAN-BIN-SUGGUR.

Approved and sanctioned by the Governor-General in Council on the 29th April, 1806.

(9.)

Preliminary Treaty with Sultan-bin-Suggur, 1820.

(Translation.)

In the name of God the Merciful, the Compassionate!

Know all men that Sultan-bin-Suggur has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

Sultan-bin-Suggur shall surrender to the general towers, guns, and vessels which are in Shargah, Imam, Umm-ool-keiweyn, and their dependencies. The general will leave the boats which are for the pearl fishery and fishing-boats, and the remainder of the vessels shall be at the disposal of the general.

ARTICLE 2.

Sultan-bin-Suggur shall give up all the Indian prisoners, if any such are in his possession.

ARTICLE 3.

The general will not allow the troops to enter the towns to lay them waste.

ARTICLE 4.

After the execution of these engagements Sultan-bin-Suggur shall be admitted to the same terms of peace as the remainder of the friendly (or "pacificated") Arabs.

On these conditions there is a cessation of hostilities between the general and Sultan-bin-Suggur and his followers, with the exception that their boats are not to go to sea.

Done at Ras-ool-Kheimah on the 20th Rabee-ul-Awul, in the year 1235, corresponding to the 6th January, 1820.

(L.S.) W. GRANT KEIR,
Major-General.
(L.S.) SULTAN-BIN-SUGGUR
(with his own hand.)

Copy of the articles entered into with Sultan-bin-Suggur.

Witness my hand and seal:
(L.S.) W. GRANT KEIR,
Major-General.

(10.)

Preliminary Treaty with Hassun-bin-Rahmah, 1820.

(Translation.)

In the name of God, the Merciful, the Compassionate!

Know all men that Hassun-bin-Rahmah has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

The town of Ras-ool-Kheimah and Maharra, and the towers which are in the date groves near the town, shall remain in the hands of the British Government.

ARTICLE 2.

If any of the vessels of Hassun-bin-Rahmah are in Shargah or Umm-ool-keiweyn or Imam, or any other of the places to which the general shall go with the forces, they shall be surrendered to the general, and the general will leave those which are for the pearl fishery and fishing-boats.

Hassun bin Rahmah
Hassun bin Rahmah

ARTICLE 3.

Hassun-bin-Rahmah shall give up all the Indian prisoners, if any such are in his possession.

ARTICLE 4.

After the execution of these engagements Hassun-bin-Rahmah shall be admitted to the terms of the general treaty with the friendly (literally the "pacificated") Arabs.

(End of the articles.)

Issued at Ras-ool-Kheimah in the forenoon of Saturday, the 22nd of the month of Rabe-ul-Awul, in the year of the Hegira 1235, corresponding to the 8th January, 1820.

(L.S.) W. GRANT KEIR, *Major-General.*

(L.S.) (The signature of Hassun-bin-Rahmah.)

Copy of the articles between the general and Hassun-bin-Rahmah.

Witness my hand and seal :

(L.S.) W. GRANT KEIR,
Major-General.

(11.)

Preliminary Treaty with the Sheikh Debay, 1820.

(Translation.)

In the name of God the Merciful, the Compassionate !

Know all men that Mahomed-bin-Haza-bin-Zaal, a minor, accompanied by Ahmed-bin-Futeiss, has been in the presence of General Sir William Grant Kier, and there have passed between them the following stipulations :—

ARTICLE 1.

The people of Debay shall surrender to the general the vessels which are in Debay and its dependencies and the guns which are in the town and in the towers. The general will leave the boats which are for the pearl fishery and fishing-boats.

ARTICLE 2.

The people of Debay shall give up all the Indian prisoners, if any such are in their possession.

ARTICLE 3.

The general will not allow the troops to enter the town to lay it waste, and further, as a mark of consideration towards His Highness the Imam Saeed-bin-Sultau on the part of the general, he will not demolish the fort and towers.

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ARTICLE 4.

After the execution of these engagements Mahomed-bin-Haza-bin-Zaal and his followers shall be admitted to the same terms of peace as the remainder of the friendly (literally the "pacificated") Arabs.

On these conditions there is a cessation of hostilities between the British and Mahomed-bin-Haza-bin-Zaal and his followers, with the exception that their boats are not to go to sea.

Done at Ras-ool-Kheimah on the 23rd of the month of Rabe-ul-Awal, in the year 1235, corresponding to the 9th January, 1820.

(L.S.) W. GRANT KEIR, *Major-General.*
(Seal of Ahmed Futeiss.)

Witnessed by the signature of Sheikh Hamza-bin-Mahomed-bin-Zubu-al-Moyzzine, Sheikh of Kishm, with his own hand.

Copy of the articles between the general and Mahomed-bin-Haza-bin-Zaal.

Witness my hand and seal:
(L.S.) W. GRANT KEIR,
Major-General.

(12.)

Preliminary Treaty with Sheikh Shahbout, of Aboo Dheebbee, 1820.

(Translation.)

In the name of God, the Merciful, the Compassionate!

Know all men that Sheikh Shahbout-bin-Dhyab-al-'Talahij has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

If in Aboo Dheebbee or any other of the places belonging to Sheikh Shahbout there are any of the vessels of the piratical powers which have been attached or may be hereafter attached by the general during the present war against the pirates, he shall deliver such vessels to the general.

ARTICLE 2.

Sheikh Shahbout shall be admitted to the terms of the general treaty with the friendly Arabs.

Done at Ras-ool-Kheimah on the 25th Rabe-ul-Awul, in the year 1235, corresponding to the 11th January, 1820.

(L.S.) W. GRANT KEIR, *Major-General.*
(L.S.) SHAHBOUT.

Shahbout
Shahbout

Copy of the articles between the general and Sheikh Shahbout.

Witness my hand and seal :
 (L.S.) W. GRANT KEIR,
Major-General.

(13.)

Preliminary Treaty with Hassun-bin-Ali, 1820.

(Translation.)

In the name of God, the Merciful, the Compassionate!

Know all men that Hassun-bin-Ali has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

If any of the vessels of Hassun-bin-Ali are in Shargah, or Umm-ool-keiweyn, or Imam, or Aboo-Dhebbec, or any other of the places to which the general shall go with the force, such vessels shall be surrendered to the general, and the general will leave those which are for the pearl fishery and fishing-boats.

ARTICLE 2.

Hassun-bin-Ali shall give up all the Indian prisoners, if any such are in his possession.

ARTICLE 3.

After this Hassun-bin-Ali shall be admitted to the terms of the general treaty with the friendly (literally the "pacificated") Arabs.
 (End of the articles.)

Issued at Ras-ool-Kheimah in the forenoon of Saturday, the 29th of the month of Rabe-ul-Awul, in the year 1235, corresponding to the 15th January, 1820.

(L.S.) W. GRANT KEIR, *Major-General.*
 (L.S.) HASSUN-BIN-ALI.

Copy of the articles entered into between the general and Hassun-bin-Ali in the forenoon of Saturday, the 29th Rabe-ul-Awul, in the year of Hegira 1235, corresponding to the 15th January, 1820.

Witness my hand and seal:
 (L.S.) W. GRANT KEIR,
Major-General.

General Treaty with the Arab Tribes of the Persian Gulf, 1820.

(Translation.)

In the name of God the Merciful, the Compassionate !

Praise be to God, who hath ordained peace to be a blessing to his creatures. There is established a lasting peace between the British Government and the Arab tribes, who are parties to this contract, on the following conditions :—

ARTICLE 1.

There shall be a cessation of plunder and piracy by land and sea on the part of the Arabs, who are parties to this contract, for ever.

ARTICLE 2.

If any individual of the people of the Arabs contracting shall attack any that pass by land or sea of any nation whatsoever, in the way of plunder and piracy and not of acknowledged war, he shall be accounted an enemy of all mankind and shall be held to have forfeited both life and goods. And acknowledged war is that which is proclaimed, avowed, and ordered by Government against Government; and the killing of men and taking of goods without proclamation, avowal, and the order of a Government is plunder and piracy.

ARTICLE 3.

The friendly (literally "the pacificated") Arabs shall carry by land and sea a red flag, with or without letters in it, at their option, and this shall be in a border of white, the breadth of the white in the border being equal to the breadth of the red, as represented in the margin* (the whole forming the flag known in the British navy by the title of white-pierced red), this shall be the flag of the friendly Arabs, and they shall use it and no other.

ARTICLE 4.

The pacificated tribes shall all of them continue in their former relations, with the exception that they shall be at peace with the British Government, and shall not fight with each other, and the flag shall be a symbol of this only and of nothing further.

ARTICLE 5.

The vessels of the friendly Arabs shall all of them have in their possession a paper (register), signed with the signature of their chief, in which shall be the name of the vessel, its length, its breadth, and how many karahs it holds. And they shall also have in their possession another writing (port clearance) signed with the signature of their chief, in which shall be the name of the

Not reproduced.



owner, the name of the nakhoda, the number of men, the number of arms, from whence sailed, at what time, and to what port bound. And if a British or other vessel meet them, they shall produce the register and the clearance.

ARTICLE 6.

The friendly Arabs, if they choose, shall send an envoy to the British residency in the Persian Gulf with the necessary accompaniments, and he shall remain there for the transaction of their business with the residency; and the British Government, if it chooses, shall send an envoy also to them in like manner; and the envoy shall add his signature to the signature of the chief in the paper (register) of their vessels, which contains the length of the vessel, its breadth and tonnage; the signature of the envoy to be renewed every year. Also all such envoy shall be at the expense of their own party.

ARTICLE 7.

If any tribe or others shall not desist from plunder and piracy, the friendly Arabs shall act against them according to their ability and circumstances, and an arrangement for this purpose shall take place between the friendly Arabs and the British at the time when such plunder and piracy shall occur.

ARTICLE 8.

The putting men to death after they have given up their arms is an act of piracy and not of acknowledged war; and if any tribe shall put to death any persons, either Mahommedans or others, after they have given up their arms, such tribe shall be held to have broken the peace; and the friendly Arabs shall act against them in conjunction with the British, and, God willing, the war against them shall not cease until the surrender of those who performed the act and of those who ordered it.

ARTICLE 9.

The carrying off of slaves, men, women, or children, from the coasts of Africa or elsewhere, and the transporting them in vessels, is plunder and piracy, and the friendly Arabs shall do nothing of this nature.

ARTICLE 10.

The vessels of the friendly Arabs, bearing their flag above described, shall enter into all the British ports and into the ports of the allies of the British so far as they shall be able to effect it; and they shall buy and sell therein, and if any shall attack them the British Government shall take notice of it.

ARTICLE 11.

These conditions aforesaid shall be common to all tribes and persons, who shall hereafter adhere thereto in the same manner as to those who adhere to them at the time present.

(End of the articles.)

Hasan Khan
-Biharman-

Issued at Ras-ool-Kheimah, in triplicate, at midday, on Saturday, the 22nd of the month of Rabe-ul-Awul, in the year of the Hegira 1235, corresponding to the 8th January, 1820, and signed by the contracting parties at the places and times underwritten.

Signed at Ras-ool-Kheimah at the time of issue by—

(L.S.) W. GRANT KEIR, *Major-General.*

(L.S.) HASSUN-BIN-RAHMAH,
*Sheikh of Hatt and Falna,
formerly of Ras-ool-Kheimah.*

(L.S.) RAJIB-BIN-AHMED,
Sheikh of Jourat-al-Kamra.

An exact translation :

J. P. THOMPSON, *Captain,
17th Light Dragoons, and Interpreter.*

Signed at Ras-ool-Kheimah on Tuesday, the 25th of the month of Rabe-ul-Awul, in the year of the Hegira 1235, corresponding to the 11th January, 1820.

(L.S.) SHAKBOUT,
Sheikh of Aboo Dhebbec.

Signed at Ras-ool-Kheimah at midday, on Saturday, the 29th of the month of Rabe-ul-Awul, in the year of the Hegira 1235, corresponding to the 15th January, 1820.

(L.S.) HASSUN-BIN-ALI,
Sheikh of Zyah.

The seal is Captain Thompson's, as Sheikh Hassun-bin-Ali had not a seal at the time of signature.

Copy of the general treaty with the friendly (literally the "pacificated") Arabs, with the signatures attached to it, up to the 15th day of January, 1820, inclusive.

Given under my hand and seal :

W. GRANT KEIR, *Major-General.*

J. P. THOMPSON, *Captain,
17th Light Dragoons, and Interpreter.*

Ratified by the Governor-General in Council on the 2nd April, 1820.

Signed for Mahomed-bin-Haza-bin-Zaal, Sheikh of Debah, a minor, at Sharguh, on Friday, the 12th of the month of Rubee-oos-Sanee, in the year of the Hegira 1235, corresponding to the 28th January, 1820.

(L.S.) SAEED-BIN-SYF,
Uncle of Sheikh Mahomed.


W. Grant Keir

Signed at Shargah at midday, on Friday, the 19th of the month of Rubee-oos-Sanee, in the year of the Hegira 1235, corresponding to the 4th February, 1820.

(L.S.) SULTAN-BIN-SUGGUR,
Chief of Shargah.

Signed at Shargah by the vakeel on the part of the Sheikhs Suleiman-bin-Ahmed and Abdulla-bin-Ahmed, in his quality of vakeel to the sheikhs aforesaid, on Saturday, the 20th of the month of Rubee-oos-Sanee, in the year of the Hegira 1235, corresponding to the 5th February, 1820.

(L.S.) SYUD ABDOOL JABEL-BIN-SYUD YAS,
*Vakeel of Sheikh Suleiman-bin-Ahmed and
Sheikh Abdoola-bin-Ahmed of the family
of Khalifa, Sheikhs of Bahrein.*

Signed and accepted by Suleiman-bin-Ahmed, of the house of Khalifa, at Bahrein, on the 9th Jemadee-ool-Awul, in the year of the Hegira 1235, corresponding to the 23rd February, 1820.

(L.S.)

Signed and accepted by Abdoola-bin-Ahmed, of the house of Khalifa, at Bahrein, on the 9th Jemadee-ool-Awul, in the year of the Hegira 1235, corresponding to the 23rd February, 1820.

(L.S.)

Signed at Faleia, at noon, on Wednesday, the 29th of the month of Jemadee-ool-Awul, in the year of the Hegira 1235, corresponding to the 15th March, 1820.

(L.S.) RASHED-BIN-HAMID,
Chief of Ejman.

Signed at Faleia, at noon, on Wednesday the 29th of the month of Jemadee-ool-Awul, in the year of the Hegira 1235, corresponding to the 15th March, 1820.

(L.S.) ABDOOLA-BIN-RASHID,
Chief of Umm-ool-Keiwey.

(L.S.) W. GRANT KEIR, *Major-General.*

(15.)

Article of Agreement entered into by Sheikh Sultan-bin-Suggur, dated Shargah, the 22nd Mohurrum, A.H. 1254 (April 17, A.D. 1838).

In the event of vessels connected with my ports, or belonging to my subjects, coming under the suspicion of being employed in the carrying off (literally "stealing") and embarkation of slaves, men, women, or children, I, Sultan-bin-Suggur, sheikh of the Joasmee tribe, do hereby agree to their being detained and

searched, whenever and wherever they may be fallen in with on the seas, by the cruisers of the British Government; and, further, that upon its being ascertained that the crews have carried off (literally "stolen") and embarked slaves, their vessels shall be liable to seizure and confiscation by the aforesaid cruisers.
(Sealed by Sultan-bin-Suggar.)

Similar agreement signed by Sheikh Rashed-bin-Hamid, of Ejman; Sheikh Muktoom-bin-Butye, of Debay; Sheikh Khuleefa-bin-Shakbout, of Aboo Dhebbie.

(16.)

Agreement entered into by Sheikh Sultan-bin-Suggur, Chief of Ras-ool-Kheimah, dated off Ras-ool-Kheimah, July 3, 1839.

(Translation.)

I, Sultan-bin-Suggur, Sheikh of Joasmee tribe, do hereby declare that I bind and pledge myself to the British Government in the following engagements:—

ARTICLE 1.

That the Government cruisers, whenever they meet any vessel belonging to myself or my subjects beyond direct line drawn from Cape Dalgado, passing 2 degrees seaward of the island of Socotra, and ending at Cape Guadel, and shall suspect that such vessel is engaged in the slave trade, the said cruisers are permitted to detain and search it.

ARTICLE 2.

Should it on examination be proved that any vessel belonging to myself or my subjects is carrying slaves, whether men, women, or children, for sale beyond the aforesaid line, then the Government cruisers shall seize and confiscate such vessel and her cargo. But if the aforesaid vessel shall pass beyond the aforesaid line owing to stress of weather, or other case of necessity not under control, then she shall not be seized.

ARTICLE 3.

As the selling of males and females, whether grown up or young, who are "hoor," or free, is contrary to the Mahommedan religion, and whereas the Soomalee tribe is included in the "hoor," or free, I, Sultan-bin-Suggur, do hereby agree that the sale of males and females, whether young or old, of the Soomalee tribe, shall be considered as piracy, and that after four months from this

Sultan bin Suggur
Sultan bin Suggur

date all those of my people convicted of being concerned in such an act shall be punished the same as pirates.

(Seal of Sultau-bin-Suggur.)

Note.—A similar agreement to the above was entered into by Sheikh Khuleefa-bin-Shakbout on the 1st July, 1839, and by Sheikh Muktoom of Debay, and Sheikh Abdoola-bin-Rashed of Umm-ool-Keiweyn, on the 2nd of the same month.

(17.)

Engagement entered into by Sheikh Sultan-bin-Suggur, Chief of Ras-ool-Kheimah and Shargah, for the Abolition of the African Slave Trade in his Ports, 1847.

(Translation.)

It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain conventions have lately been entered into by his Highness the Imam of Muscat and other Powers with the British Government for the purpose of preventing the exportation of slaves from the African coast and elsewhere, and it having, moreover, been explained to me that, in order to the full attainment of its objects contemplated by the aforesaid conventions, the concurrence and co-operation of the chiefs of the several ports situated on the Arabian coast of the Persian Gulf are required, accordingly I, Sheikh Sultan-bin-Suggur, chief of the Joasmee tribe, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurram, A.H. 1264 (10th December, A.D. 1847).

And I do further consent that whenever the cruisers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents suspected of being engaged in slave trade, they may detain and search them, and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa or elsewhere upon any pretext whatever, they (the Government cruisers) shall seize and confiscate the same.

Dated this 14th day of Jemmadee-ool-Awul, A.H. 1263 (30th day of April, A.D. 1847).

(L.S.) Sheikh SULTAN-BIN-SUGGUR.

Debay.—Sheikh Muktoom's engagement is dated the 14th Jemmadee-ool-Awul, 1263 (30th April, 1847).

Eiman—Sheikh Abdool Azeez's engagement is dated the 15th Jemmadee-ool-Awul, 1263 (1st May, 1847).

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Umm-ool-Keiweyn.—Sheikh Abdoolah-bin-Rashed's engagement is dated the 15th Jemmadee-ool-Awul, 1263 (1st May, 1847).

Aboo Dhebbec.—Sheikh Saeed-bin-Tahnoon's engagement is dated the 17th Jemmadee-ool-Awul, 1263 (3rd May, 1847).

Bahreïn.—Sheikh Mahomed-bin-Khuleefa's engagement is dated the 22nd Jemmadee-ool-Awul, 1263 (8th May, 1847).

(18.)

Terms of a Maritime Truce for Ten Years agreed upon by the Chiefs of the Arabian Coast, under the Mediation of the Resident in the Persian Gulf, dated the 1st June, 1843.

We, whose seals are hereunto affixed, viz., Sultan-bin-Suggur, chief of the Joasmee tribe; Khuleefa-bin-Shakbout, Chief of the Beniyas; Muktoom-bin-Butye, Chief of the Boo Falasa; Abdoolah-bin-Rashed, Chief of Umm-ool-Keiweyn; Abdool Azeez-bin-Rashed, Chief of Ejman, being fully impressed with a sense of the evil consequences arising from our subjects and dependents being prevented carrying on the pearl fishery without interruption on the banks, owing to the various feuds existing amongst ourselves, and, moreover, duly appreciating the general advantage to be derived from the establishment of a truce, do hereby agree to bind ourselves down to observe the following conditions:—

ARTICLE 1.

That from the 1st June, A.D. 1843 (the corresponding Mahomedan date the 2nd Jemmadee-ool-Awul, Hegira 1259), there shall be a cessation of hostilities at sea between our respective subjects and dependents, and that from the above date until the termination of the month of May A.D. 1853 an inviolable truce shall be established, during which period our several claims upon each other shall rest in abeyance.

ARTICLE 2.

That in the event of any of our subjects or dependents committing any acts of aggression at sea upon those of any of the parties to this agreement, we will immediately afford full redress upon the same being brought to our notice.

ARTICLE 3.

That in the event of any acts of aggression being committed at sea upon any of our subjects or dependents, we will not proceed immediately to retaliate, but will inform the British Resident or the commodore at Bassidore, who will forthwith take the necessary steps for obtaining reparation for the injury



inflicted, provided that its occurrence can be satisfactorily proved.

ARTICLE 4.

That on the termination of the month of May 1853 by God's blessing we will endeavour to arrange either an extension of this truce or a firm and lasting peace; but in the event of our being unable to come to a satisfactory adjustment regarding our respective claims, we hereby bind ourselves to give notice, on or about the above date, to the British Resident of our intention to renew hostilities after the expiration of the term now fixed upon for the truce, viz., the end of this month of May 1853.

(Signed as in the preamble.)

(19.)

Treaty of Peace in Perpetuity agreed upon by the Chiefs of the Arabian Coasts in behalf of Themselves, their Heirs, and Successors, under the Mediation of the Resident in the Persian Gulf, 1853.

We, whose seals are hereunto affixed, Sheikh Sultan-bin-Suggur, Chief of Ras-ool-Kheimah; Sheikh Saeed-bin-Tahnoou, Chief of Aboo Dhebbie; Sheikh Saeed-bin-Butye, Chief of Debay; Sheikh Hamid-bin-Rashed, Chief of Ejman; Sheikh Abdoola-bin-Rashed, Chief of Umm-ool-Keiweyn, having experienced for a series of years the benefits and advantages resulting from a maritime truce contracted amongst ourselves under the mediation of the Resident in the Persian Gulf and renewed from time to time up to the present period, and being fully impressed therefore with a sense of the evil consequences formerly arising from the prosecution of our feuds at sea, whereby our subjects and dependents were prevented from carrying on the pearl fishery in security and were exposed to interruption and molestation when passing on their lawful occasions, accordingly we, as aforesaid, have determined for ourselves, our heirs and successors, to conclude together a lasting and inviolable peace from this time forth in perpetuity, and do hereby agree to bind ourselves down to observe the following conditions:-

ARTICLE 1.

That from this date, viz., the 25th Rujjub, 1269 (4th May, 1853), and hereafter, there shall be a complete cessation of hostilities at sea between our respective subjects and dependents, and a perfect maritime truce shall endure between ourselves and between our successors respectively for evermore.

ARTICLE 2.

That in the event (which God forbid) of any of our subjects or dependents committing an act of aggression at sea upon the

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lives or property of those of any of the parties to this agreement, we will immediately punish the assailants and proceed to afford full redress upon the same being brought to our notice.

ARTICLE 3.

That in the event of an act of aggression being committed at sea by any of those who are subscribers with us to this engagement upon any of our subjects or dependents, we will not proceed immediately to retaliate, but will inform the British Resident or the commodore at Bassidore, who will forthwith take the necessary steps for obtaining reparation for the injury inflicted, provided that its occurrence can be satisfactorily proved.

We further agree that the maintenance of the peace now concluded amongst us shall be watched over by the British Government, who will take steps to ensure at all times the due observance of the above articles, and God of this is the best witness and guarantee.

(L.S.) ABDOOLLA-BIN-RASHED,
Chief of Umm-ool-Keiweyn.

(L.S.) HAMED-BIN-RASHID,
Chief of Ejman.

(L.S.) SAEED-BIN-BUTYE,
Chief of Debay.

(L.S.) SAEED-BIN-TAHNOON,
Chief of the Beniayas.

(L.S.) SULTAN-BIN-SUGGUR,
Chief of the Joasmees.

Approved by the Governor-General in Council on the 24th August, 1853.

(20.)

Additional Article for the Protection of the Telegraph Line and Stations, agreed to before Lieutenant-Colonel Lewis Pelly, Acting Political Resident, Persian Gulf, and appended to the Treaty of Peace of May 4, 1852-1864.

Whereas, under date the 25th Rujjub, 1269 (4th May, 1853), we, Chief of the Joasmees, Chief of the Beniayas, Chief of Umm-ool-Keiweyn, Chief of Ejman, Chief of Debay, did agree to a perpetual treaty of peace at sea, and whereby our vessels have been respected and our commerce increased; and whereas the British Government, in the further interests of commerce and of the general peace, are preparing telegraphic lines and stations at various points in or near the Persian Gulf, we do hereby engage for ourselves, our heirs and successors, to respect and abstain from all and every interference with the said telegraphic operations that may be carried on by the said British Government in or near our territory.


B. H. ...

And in the event (which God forbid) of any of our subjects or dependents committing an act of aggression or trespass on the said telegraphic lines and stations or other telegraphic material, we will immediately punish the offender and proceed to afford full redress upon the same being brought to our notice.

The telegraphic line being intended for the common good, our subjects and dependents shall be permitted to send messages by the telegraph at such rates or payment as may be paid by British subjects.

(21.)

Agreement of the Aboo Dhebbie Chief engaging not to commit any Breach of the Maritime Peace, 1868.

I, Zayid-bin-Khalifeh, do hereby, in the presence of Colonel Pelly, Resident, Persian Gulf, bind myself and agree to the conditions stated below:—

1. That hereafter I should not commit any disturbances whatsoever in breach of the peace at sea, but if any happen on my part I should suffer the consequence.

2. That I should pay to the Resident the sum of 25,000 dollars by instalments specified below:—

9,000 dollars to be paid at once in cash on this the 28th Jemadi-ool-Awul, 1285 (16th September, 1868);

8,000 dollars to be paid in the month of Mohurram 1285; and
8,000 dollars to be paid in the month of Rujjub, 1286.

3. That I should not prevent the people who have been removed from Guttar to return to their homes if they should so wish.

4. That I should make over to Abdoor Rahman, British agent, the Machowa boat given me by Ali-bin-Khalifeh on her return from Busreh.

Written on the 28th Jemadi-ool-Awul, 1285 (16th September, 1868).

Signed and sealed by
ZAYID-BIN-KHALIFEH.

Agreed to in our presence by Zayid-bin-Khalifeh, Chief of Aboo Dhabbee, on the 16th September, 1868.

LEWIS PELLY, *Lieutenant-Colonel,*
Her Britannic Majesty's Political Resident,
Persian Gulf.

R. A. BROWN, *Captain,*
Commanding Her Majesty's ship "Vigilant."

Agreement of the Chief of El-Katr (Guttur) engaging not to commit any Breach of the Maritime Peace, 1868.

I, Mahomed-bin-Sanee, of Guttur, do hereby solemnly bind myself, in the presence of the Lord, to carry into effect the under-mentioned terms agree upon between me and Lieutenant-Colonel Pelly, Her Britannic Majesty's Political Resident, Persian Gulf:—

1. I promise to return to Dawka and reside peaceably in that port.
2. I promise that on no pretence whatsoever will I at any time put to sea with hostile intention, and in the event of disputes or misunderstanding arising will invariably refer to the Resident.
3. I promise on no account to aid Mahomed-bin-Khalifeh, or in any way connect myself with him.
4. If Mahomed-bin-Khalifeh fall into my hands, I promise to hand him over to the Resident.
5. I promise to maintain towards Sheikh Ali-bin-Khalifeh, Chief of Bahrein, all the relations which heretofore subsisted between me and the Sheikh of Bahrein, and in the event of a difference of opinion arising as to any question, whether money payment or other matter, the same is to be referred to the Resident.

Dated on the 24th Jemadi-ool-Awul, 1285, corresponding with the 12th September, 1868.

Sealed in our presence by Mahomed-bin-Sanee, of Guttur, on this the 12th day of September.

LEWIS PELLY, *Lieutenant-Colonel,*
Her Britannic Majesty's Political Resident,
Persian Gulf.
R. A. BROWN, *Captain,*
Commanding Her Majesty's ship " Vigilant."

(23.)

Translated Purport of a Letter from Salim-bin-Sultan, Chief of Shargah, to Her Britannic Majesty's Acting Political Resident in the Persian Gulf, dated the 25th Zilhuaj, 1289 (February 26, 1873).

I was very happy to receive your letter of the 15th Jemadi-ul-Sani, with two copies of treaties entered into by my father, Sultan-bin-Suggur.

I beg to inform you that, as regards fresh importations of male and female slaves, I have prohibited all my subjects and the vessels in my territories from trading in slaves.

Salim bin Sultan
Bahrain

All slaves that come into my territories I seize according to the terms of the treaty, and make over to the Government agent.

The Government agent has no doubt informed you that I seized the slaves that were brought to my territories in a British vessel, and made them over to the agent.

You may rest assured that I shall carry into effect whatever the Government may desire, and I am always happy to receive your commands.

(24.)

Translated Purport of a Letter from Sheikh Zayed-bin-Khaleefa, Chief of Abou Dheeb, to Acting Resident, Persian Gulf, dated the 5th Mohurrum, 1290 (March 5, 1873).

Be it known to you that I received a letter from Colonel Pelly, Resident in the Persian Gulf, in regard to the treaty about importation of slaves.

This treaty exists intact, and I am always careful to see that it is not infringed.

(25.)

Exclusive Agreement of the Chief of Abu Dhabhi with the British Government, dated March 6, 1892.

I, Zaeed-bin-Khalifah, Chief of Abu Dhabhi, in the presence of Lieutenant-Colonel A. C. Talbot, C.I.E., Political Resident in the Persian Gulf, do hereby solemnly bind myself and agree, on behalf of myself, my heirs and successors, to the following conditions, viz. :—

1. That I will on no account enter into any agreement or correspondence with any Power other than the British Government.

2. That without the assent of the British Government I will not consent to the residence within my territory of the agent of any other Government.

3. That I will on no account cede, sell, mortgage, or otherwise give for occupation any part of my territory save to the British Government.

Dated Abu Dhabhi, the 6th March, 1892, corresponding to the 5th Shaaban, 1309 Hijri.

(Signature of Zaeed-bin-Khalifa, Chief of Abu Dhabhi.)

A. C. TALBOT, *Lieutenant-Colonel,*
Resident in the Persian Gulf.

LANSDOWNE,
Viceroy and Governor-General of India.

Ratified by his Excellency the Viceroy and Governor-General of India at Simla on the 12th day of May, 1892.

H. M. DURAND,
*Secretary to the Government
of India, Foreign Department.*

(The agreements signed by the other tracial sheikhs, viz., the Chiefs of Dabai, Ajman, Shargah, Ras-ul-Khima, and Umm-ul-Gawain, the first three dated the 7th and the last two the 8th March, 1892, are identical in form.)

(26.)

Agreement for the Prohibition of Traffic in Arms.

We, the undersigned tracial chiefs, agree to absolutely prohibit the importation of arms for sale into our respective territories or the exportation therefrom, and to enforce this we have issued a notification to all concerned.

MAKTOOM-BIN-HASHAR (Debai).
SAGAR-BIN-KHALED (Shargah).
RASHID-BIN-AHMED (Um-el-Kowain).
ABDUL AZIZ-BIN-HOMaid (Ajman).
ZAEED-BIN-KHALIFAH (Abu Dthabi).

Signed and sealed in my presence by the above-mentioned tracial chiefs on board the R.I.M.S. "Lawrence" on the 24th, 25th, and 26th November, 1902.

C. A. KEMBALL, *Lieutenant-Colonel,
Officiating Political Resident, Persian Gulf.*

Notification referred to in the foregoing Agreement.

Be it known to all that whereas it has become known to us that the traffic in arms in British India is prohibited, and as we are of opinion that the traffic if continued is likely to be prejudicial to the interests of our territories, we have therefore decided to do all that lies in our power to put a stop to this illegal traffic, and we hereby declare that from the date of this notification the importation of arms and ammunition into our respective territories and the exportation of the same are absolutely prohibited.

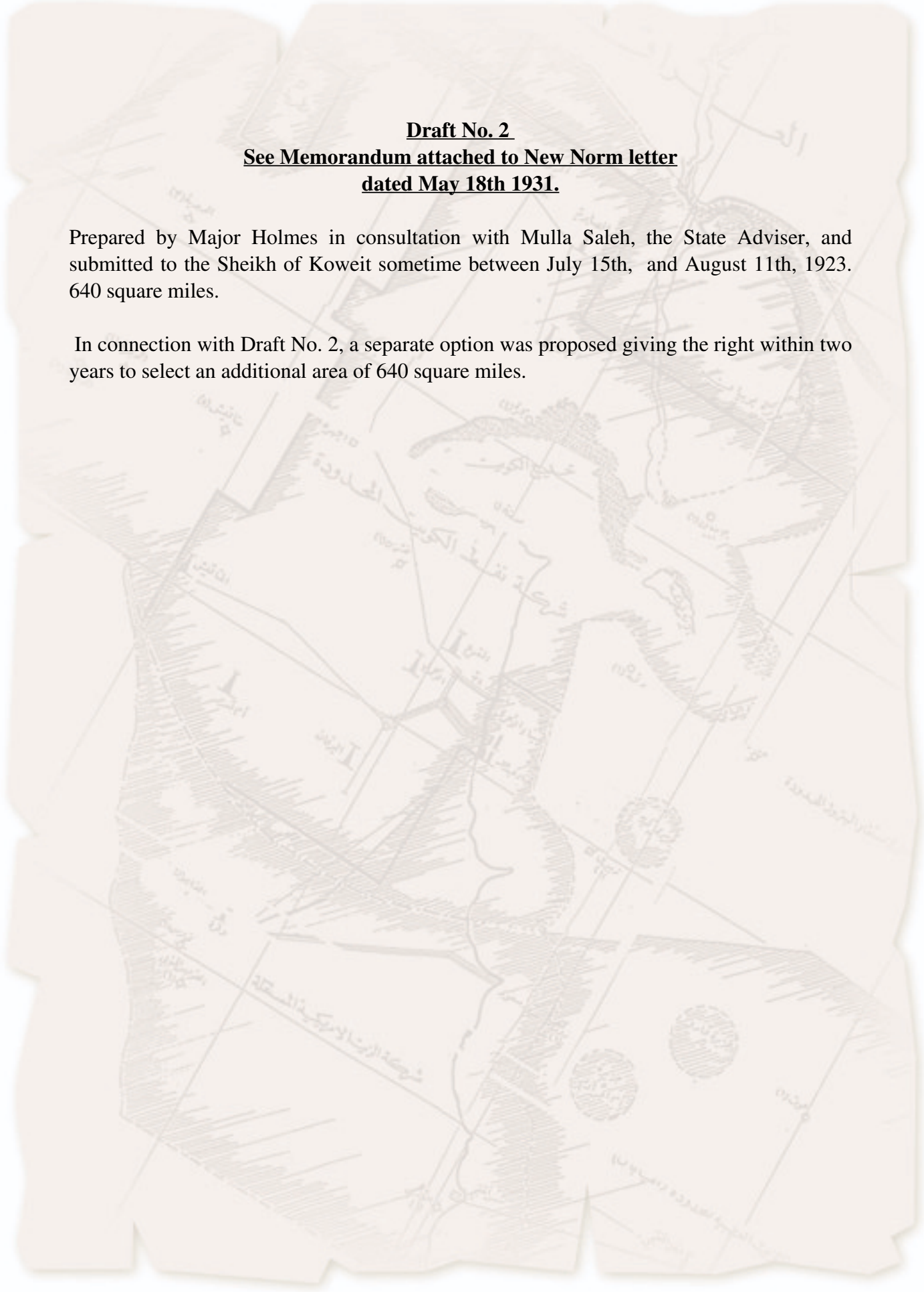
All arms and ammunition so imported or exported in future will be seized and confiscated.


H. M. Durand

Draft No. 2
See Memorandum attached to New Norm letter
dated May 18th 1931.

Prepared by Major Holmes in consultation with Mulla Saleh, the State Adviser, and submitted to the Sheikh of Koweit sometime between July 15th, and August 11th, 1923. 640 square miles.

In connection with Draft No. 2, a separate option was proposed giving the right within two years to select an additional area of 640 square miles.



Harold Holmes
 -Harold Holmes-

In the Name of God , The Merciful.

This agreement made the day of 1928.
corresponding to day of 1347.

At Kuwait between HIS EXCELLENCY SHEIKH AHMED BIN JABER AL SABAH C.I.E. SHEIKH OF KUWAIT in Arabia (hereinafter called THE SHEIKH which expression where the context so admits shall include HIS HEIRS, SUCCESSORS, ASSIGNS AND SUBJECTS) of the First Part, and FRANKS HOLMES of, St.Swithin's Lane, E.C.4. London, England, the true and Lawful Attorney of THE EASTERN AND GENERAL SYNDICATE LIMITED whose Registered Office is at 19, St. Swithin's Lane, E.C.4. London,England, (hereinafter called THE COMPANY which expression where the context so admits include its ASSIGN and SUCCESSORS) of the Other Part.

WHEREAS THE SHEIKH is desirous of developing the Oil and Petroleum Resources of His Territory, he had for that purpose, agreed to grant unto THE COMPANY the Concession hereinafter contained.

Frank Holmes
-Attorney-

(1) In consideration of the Rights, Convents and Royalties by THE COMPANY hereinafter reserved and contained THE SHEIKH in exercise of His Powers, as Ruler and Sovereign of His Dominions for Himself, Heirs, Successors and Subjects hereby grants unto THE COMPANY exclusively:-

The Exclusive Right whereby THE COMPANY shall be entitled throughout the whole of the Territories of THE SHEIKH to explore and search the surface of such Territories for Natural Gas, Petroleum and all products of Oil. THE SHEIKH grants free access to all the agents, Successors and Servants of THE COUNTRY necessarily employed by the latter to all parts of the Territory under the control of THE SHEIKH, saving only Sacred Buildings, Shrines, Graveyards, the area within the Town-Wall of KUWAIT and Villages as specified later in this AGREEMENT.

After such Exploration work is completed THE SHEIKH grants unto THE COMPANY the Right to select from the while of the KUWAIT Territories under the control of THE SHEIKH (but excluding The Area mentioned below in This Article) An Aggregate Area not exceeding square miles (square miles) divided into not more than Five (5) Blocks and over such selected Concession Area of square miles (square miles) - hereinafter called the "CONCEDED TERRITORY" hereby granted by THE SHEIKH, the following Rights and Privileges as stated herein, together with the Easement, Rights and Privileges to be exercised in connection with the said Oil and Petroleum Wells and other Kindred Deposits above-mentioned including the Surface Rights to erect necessary Buildings, Pipelines and Requisite Machinery for the efficient development of the Concession hereby granted.

The CONCERNED TERRITORY does not include the Area within the Town-Wall of KUWAIT Areas not the Gardens and Private Wells either inside or outside the Town-Wall of KUWAIT.

The Term for which This CONCESSION covering the CONCERNED TERRITORY, is granted into THE COMPANY is of SEVENTY CALENDAR YEARS (70 YEARS) from the date of the Execution of these Presents. THE COMPANY yielding and paying therefor the Fees, Payments, Royalties, Privileges and Rights and Subjects to the Provisions hereinafter enumerated.

(2) THE COMPANY shall have the Exclusive Right during The Term of The Concession hereby granted, to explore THE CONCEDED TERRITORY, Search for, Carry away, Export and Sell Petroleum, Natural Gas, Asphalt, Ozokerite, Oil and its Products where the same may be found in, on, or under THE CONCEDED TERRITORY and for that purpose

and in connection therewith, Exercise in, Over and upon the Said Lands any or all of the following things:

(a) To Drill, Sink, Make, Erect, Set and Construct Wells, and Pits, Waterways, Pipelines, Engines, Machinery, Furnaces, Brick-Kilns, Cement Ovens, Workmen's Cottages, Construct Railways Bridges, Tramways and other Ways, Canals, Wharves, Dams Erections and other Works, to Build Dwelling Houses of THE COMPANY'S Agents and Workmen and set up Stations thereto, to install Telephone and Telegraph Lines, and to do Generally Whatever THE COMPANY may deem expedient for the proper Exploitation of the CONCEDED TERRITORY provided that does not harm Private and General Interest.

(b) To Exclusively Erect Oil Refineries, Oil and Water Tanks, outside the Town-Wall of KUWAIT, wherever THE COMPANY shall deem suitable whether in proximity to discovered Well or otherwise, provided such action does not in no way harm the Private and General Interest.

(c) To have and use for any purpose connected with the Working of the said CONCERNED TERRITORY any water within or bordering on the said Lands and that with the assistance of THE SHEIKH Make and Construct Water-Courses, Reservoirs and Ponds for Collecting such water, provided no harm to the General public or to individuals is apparent.

THE COMPANY shall, in peace time throughout the period of THE CONCESSION, accept and transmit, on its Telegraph Lines, THE SHEIKH GOVERNMENT'S Telegrams whether in Cypher or in Clear and likewise allow Him the use of its Telephone Lines, and also THE SHEIKH may use The Railways, on special Personal Services throughout the period of THE CONCESSION during peace time, and have the full use thereof when His Country is at War.

(3) The Port and Building which THE COMPANY require shall be erected outside the Town-Wall of KUWAIT, THE COMPANY shall have the Power to Construct and Develop the Harbours along the coast of KUWAIT Territory and to Erect and Construct Wharves, Cranes, Employ Dredges, Lay down Buoys and Erect Light Houses and do whatever may be necessary to make the Harbours safe for the navigation of ships and barges, the unloading of Machinery and other goods belonging to or sent to THE COMPANY, The Customs Administration of the Ports developed the THE COMPANY shall be under THE SHEIKH'S Local Customs Officials and THE COMPANY undertakes



to erect a conveniently large building for a Customs House at each such point and a suitable Residence for THE SHEIKH'S Official Representative. Should it be necessary also to maintain a guard for the protection of THE COMPANY'S Works (Wells etc.) inland or along the Pipelines or other communications to the Sea, THE COMPANY shall build suitable Building for such guards at its own expense. THE SHEIKH'S Flag and no other shall be used within the CONCEDED TERRITORY.

(4) THE COMPANY shall be free to Construct one or more Pipelines from one or more of its Stations to the Coast for the conveyance of Oil, Gas or Kindred Substances and Establish and Maintain one or more Coaling or Oil Stations along the Coast of the CONCEDED TERRITORY, and the Right to Construct, Establish, Maintain and use such pipelines, Coaling or Oil Depots shall be vested entirely in THE COMPANY. THE SHEIKH retains the Right to grant permission to others beside THE COMPANY to import Oil and COAL and lay Pipes for these purposes.

(5) THE COMPANY shall be free and at liberty to Export, Sell and Dispose to any Place or People or Country it may wish to and in any manner it may desire the Oil and its products won from the CONCEDED TERRITORY and THE SHEIKH and those acting under Him shall not interfere with the internal management of THE COMPANY, but THE SHEIKH shall have the Right To keep a general eye over the doings of THE COMPANY. And HE shall have the Right to Levy, and THE COMPANY undertakes to pay Him on all the oil and its products Exported a Customs Duty of 1% (One Per Cent.)

(6) THE COMPANY shall have the Right to Import all its Machinery, Plant, Timber, Iron Work, Building Materials and every thin belonging to it, including Medicines FREE OF CUSTOMS IMPORT DUTY, but it shall pay on all goods, Clothings and General Merchandise Imported by THE COMPANY or its Employees the ordinary Duty in Vogue in the CONCEDED TERRITORY computed on value shown in original invoices plus Expenses.

(7) THE COMPANY Shall be exempted and Free, during the period of the CONCESSION from all Harbours Duties and Taxies, Tolls and Land Surfaces Rent of whatever nature it being understood that THE COMPANY has no right to lease any Building to any but its Employees and Agents. Should Ships other than THE COMPANY'S make use of the Harbours, THE SHEIKH has the Right to collect the usual Harbour Dues and Taxes from such Ships and not THE COMPANY, it being understood that the Wharves erected by THE COMPANY are solely vested in THE COMPANY

during the period of the CONCESSION hereby granted and can only, during such period, be used by Ship on other than THE COMPANY'S business by the Permission of THE COMPANY.

(8) This CONCESSION may not be Transferred to or The Rights sold to any other company or companies, whether British or otherwise, except to One or More British Companies nominated by THE

EASTERN AND GENERAL SYNDICATE LIMITED and THE SHEIKH undertakes to sanction such nominated Transfer when it becomes necessary Provided always that the Rights, Privileges and Interests accruing to THE SHEIKH shall not thereby be prejudiced.

And if by any other ways or means THE CONCESSION is Transferred or sold to a THIRD PARTY, this CONCESSION will then become Null and Void, and THE COMPANY shall leave all the immovable Property and Wells intact and they will be the Property of THE SHEIKH.

(9) THE COMPANY'S Representatives in the CONCEDED TERRITORY shall be immune from Local Interference except with the leave of THE COMPANY and (in matters concerning them selves but not where the Subjects of THE SHEIKH are concerned) and shall be responsible for their conduct to THE COMPANY'S Board of Directors.

(10) If THE COMPANY, unless prevented by THE ACT OF GOD or from War, Fire, Flood or Lightning or some other thing beyond Human Control, shall not have commenced its operations in the CONCEDED TERRITORY within a period of NINE CALENDAR MONTHS (9 Months) then the Provisions of these presents shall lapse and this DEED will be Null and Void, and neither Party shall have any claim against the other in consequence thereof, and no monies already paid to THE SHEIKH shall be returnable.

(11) If after commencing its operations in the CONCEDED TERRITORY, THE COMPANY for any reasons other than THE ACT OF GOD, or from War, Fire, Flood or Lightning or some other thing beyond Human Control, should discontinue the same for a continuous period of TWO CALENDAR YEAR (2 Years) THE SHEIKH shall have the right to cancel the AGREEMENT and no responsibility shall attach to either Party.

(12) THE COMPANY OR Companies or their Employees shall not interfere in any manner or way with the politics of THE SHEIKH'S Dominations or with His Subjects.



(13) THE COMPANY shall employ only Native Labour (i.e. Countrymen) under the supervision of THE COMPANY'S European or other appointed Officials the THE SHEIKH agrees to assist, with the help of His Local Agents, to procure and provide for THE COMPANY such Native Labour as THE COMPANY may require, and THE COMPANY on its Part undertakes to make the fullest use of the local unskilled Labour to the full extend of the supply, but THE COMPANY has the right to Import Skilled Workmen such as Engineers, Mechanics and other Skilled Operators as THE COMPANY may requires on the CONCEDED TERRITORY.

(14) THE COMPANY shall pay to its Native Workmen as it employs a fair wage, such wage to be decided and state by THE COMPANY'S Representative at the time the Workman is engaged. THE COMPANY shall provide where possible Medical Attention and Medicines Free of Charge, to its Native Workmen during the time they are in employ of THE COMPANY.

(15) THE SHEIKH shall always afford the Officials and Employees of THE COMPANY every facility and assistance in carrying out their plans and projects as far as lies in His Power and shall allow them to Excavate, Dig, Quarry or Drill the oil in THE CONCEDED TERRITORY wherever they shall have reasonable prospects of discovering and winning Petroleum or Kindred Products, and THE COMPANY by its officials shall be at liberty to abandon any Excavation Pit or Well wherever and whenever they shall deem it expedient so to do. Provided always that nothing in this Article (15) FIFTEEN shall be presumed to give to THE COMPANY or its Assigns or Agents Right of Entry into, or on , to Private Properties without prior Sanction of THE SHEIKH or His duly appointed Representative.

(16) Within SIXTY DAYS (60 Days) from the Signature of This AGREEMENT, THE COMPANY in consideration of THE SHEIKH'S granting this CONCESSION covering the CONCEDED TERRITORY, and the Assistance to be afforded to their Employees, shall pay to THE SHEIKH the sum of RUPEES THIRTY THOUSAND (Rs. 30,000). But if the payment of this sum of Rs. 30,000 is not made by the COMPANY within 60 days specified, then this AGREEMENT will become Null and Void.

And after First Payment of Rs. 30,000 as specified above in This Article (16) SIXTEEN on each anniversary of the date of the signature of this AGREEMENT, THE COMPANY shall pay to THE SHEIKH the sum of RUPEES TWENTY THOUSAND (Rs. 20,000).

The yearly Payment of RUPEES TWENTY THOUSAND (Rs. 20,000) shal continue

without fail whether THE COMPANY is working or not, until THE COMPANY should declare that Oil had been found on the CONCEDED TERRITORY in commercially Exploitable quantities.

(17) Should THE COMPANY success in finding Oil in Commercially Exploitable quantities, they agree to pay to THE SHEIKH in place of the annual payment of RUPEES TWENTY THOUSAND (Rs. 20,000) provided for in Article (16) SIXTEEN, a royalty of RUPEES THREE and ANNAS EIGHT ONLY (Rs, 3/8/-) per English Ton of Net Crude Oil got and saved (i.e. after deducting water and foreign substances, and Oil required for the customary operations of THE COMPANY'S installation in THE SHEIKH'S Territories.

This rate of royalty to be subject to revision by mutual agreement at the end of TEN CALENDAR YEARS (10 Years) payment and in default of agreement either Party shall have the Right to demand that the question at issue shall be submitted to ARBITRATION as provided in Article (22) TWENTY TWO below.

(18) THE COMPANY hereby undertakes that the amount received by THE SHEIKH in respect of Royalties shall not be less than RUPEES SEVENTY THOUSAND (Rs. 70,000) in any complete Calendar Year in which THE COMPANY continues work, beginning with the Year after the date on which THE COMPANY shall have declared that Oil as been found in Commercially Exploitable Quantities. In the event of THE SHEIKH in consultation with the Political Resident in the Persian Gulf, disputing THE COMPANY'S decision as to the commercial exploitation, THE COMPANY hereby undertakes its readiness to submit the matter to ARBITRATION as provided in Article (22) TWENTY TWO below.

(19) In the event of THE COMPANY failing within SIX CALENDAR MONTHS (6 Months) of the end of any Calendar Year or failing save for causes beyond their control, to carry out their obligations under this AGREEMENT, THE SHEIKH shall have Power to terminate THE CONCESSION, in which case the provision of Article (20) TWENTY shall apply.

(20) THE COMPANY for itself, Successors and Assigns hereby convenants with THE SHEIKH in a manner following:-



(a) To pay the Fees and Payments received by this DEED at the time and in a manner appointed and also to observe the Provisions herein contained.

(b) At the termination of the CONCESSION whether by the expiration of its period of SEVENTY CALENDER YEARS (70 Years) stipulated, or before such expiration under Article (11) ELEVEN of this AGREEMENT, but after the lapse of THIRTY-FIVE (35) CALENDAR YEARS from the date hereof, deliver to THE SHEIKH all buildings and Erections of Bricks, Stone or other Materials whatsoever. The Railways, telegraphs and Telephones and other things standing and being on the CONCEDED TERRITORY, and all Pits, Wells, Mines, Waterworks and other things belonging to any of the Mines and Wells, Machinery, Plants, Railways and their Cabins and Wagons, Telegraph and Telephone Lines and Port Appurtenances belonging to THE COMPANY, and to leave the Ports and Harbours as they are, and to relinquish all Rights vested in it under Article SEVEN(7) of this AGREEMENT, leaving also Buoys and Barges, in fact all things belonging to it which are on the CONCEDED TERRITORY, provided always that if this CONCESSION shall terminate under Article ELEVEN (11) of these agreements within a period of THIRTY-FIVE (35) CALENDAR YEARS from the date hereof, THE COMPANY have the Right to remove form the CONCEDED TERRITORY any or all its plant, MACHINERY, TOOLS, APPARATUS and other things belonging to it above mentioned.

(21) THE COMPANY shall do or cause to be done nothing in the CONCEDED TERRITORY, which, unless expressly authorised by the Provisions herein contained, shall be in infringement of or Derogatory to the Rights, Privileges and Prerogatives inherent in THE SHEIKH as Ruler of the CONCEDED TERRITORY, and in case any such infringement shall inadvertently have been committed by any of THE COMPANY'S Officials, upon due proof of such infringement being received by THE COMPANY'S Local Representatives, THE COMPANY shall forthwith make such amends, as may seem fair and reasonable and suitable, and in case of dispute the Local Judge may be asked to arbitrate and in case of further disagreement, it may be referred direct to THE SHEIKH for judgement.

(22) If dispute shall arise between THE SHEIKH and THE COMPANY concerning the Operation of any Article herein contained or the constructions thereof, or of any matter of things in any way connected with these Presents, or the Rights, Duties or Privileges or Liabilities of either parties, under or in connection with these Presents, or concerning any matter or thing which it is hereby provided it shall be settled by ARBITRATION: then,

and in every such case, the difference shall be adjusted in accordance with the Laws observed by INDEPENDENT NATIONS -and such disputes or differences shall be submitted to two (2) ARBITRATORS one of whom shall be named by THE SHEIKH and one by THE COMPANY and to an UMPIRE who shall be named by The Political Resident in The Persian Gulf.

The decision of the ARBITRATORS or in the event of the latter disagreeing that of the UMPIRE shall be final, and both the Parties agree to abide thereby.

(23) THE COMPANY shall pay all monies that may become due to THE SHEIKH under This AGREEMENT, into his Account with any Bank in London or Iraq, that THE SHEIKH may decide upon, and The Bank's Receipt for such monies shall be a full discharge for THE COMPANY in regard to due Payments.

(24) THE COMPANY shall within TWO (2) CALENDAR YEARS from the date of this agreement send to THE SHEIKH for attachment to His copy of This AGREEMENT, a signed Map showing in detail the boundaries of the Area of square miles selected by THE COMPANY and this selected Area being the Area mentioned throughout this AGREEMENT as the "CONCEDED TERRITORY" covered by This CONCESSION.

(25) This agreement which comprises the preamble and TWENTY FOUR (24) Articles other than this, is made and signed by the Parties hereto in ORIGINAL, DUPLICATE and TRIPLICATE, the Duplicate being retained by HIS EXCELLENCY THE SHEIKH and both the Original and Triplicate by THE COMPANY.

This AGREEMENT extends overpages all of which are signed by the Parties at foot.

IN WITNESS WHEREOF the said Parties have hereunto set their Hands and Sealed the Day, Month and Year shown below their respective signature, and GOD is GRACIOUS.

Additional Option to Draft Concession (No. 2) attached

AGREEMENT bntween His Excellency Sheikh Ahmed al Jabir al Subah , Sheikh of Kowait of the one part, hereinafter called "the Sheikh" and the Eastern and General Syndicate Limited of the other part, hereinafter called "the Company".

I. The Sheikh grants to the Company an exclusive Option Right for a period not exceeding



two years, to select one additional Oil Concession are of 640 square miles (six hundred and forty square miles) granted in the Koweit Oil Concession Agreement dated 1928.

II. The Company shall have the right to request the Sheikh to grant the Company one Oil Concession having an area of 640 square miles (six hundred and forty square miles). The area to be selected by the Company at any time during the currency of this option (two years). The Sheikh agrees to grant such concession when called upon to do so by the Company.

III. The Concession granted is to be a copy of and to be exactly the same as regards terms, conditions, area and payments laid down and stated in the Koweit Oil Concession Agreement dated.....1928, and granted to the Eastern and General Syndicate Limited by the Sheikh.

IV. Within 60 (sixty) days from the signature of this Option Agreement, in consideration of the Sheikh granting the privileges contained in this Option, the Company shall pay to the Sheikh a sum of \$500 (?) (Pound Sterling) or its equivalent.

COPIES/

AGREEMENT
between
ANGLO-PERSIAN OIL COMPANY LIMITED
and
GULF OIL CORPORATION
dated 14th December 1933

-and-

AGREEMENT
between
ANGLO-PERSIAN OIL COMPANY LIMITED
and
GULF EXPLORATION COMPANY
dated 14th December 1933

Handwritten signature
H. H. H. H.

3. For the purposes of this Agreement, "ASSOCIATED COMPANY" shall in the case of Gulf mean and include any subsidiary Company or Associated Company of Gulf which is in any manner howsoever directly under the control of Gulf.

4. For the purposes of this Agreement, "ASSOCIATED COMPANY" shall in the case of Gulf mean and include any subsidiary Company or Associated Company of Anglo-Persian which is in any manner howsoever directly or indirectly under the control of Anglo-Persian.

IN WITNESS WHEREOF the parties hereto have caused presents to be duly executed the day and year first above written.

ATTEST: (SEAL)
(Sgd) JNO. CLARE,
SECRETARY.

ANGLO-PERSIAN OIL COMPANY, LIMITED
BY (Sgd) W. Fraser,
Director.

ATTEST: (SEAL)
(Sgd) W.J. Guthrie.

GULF OIL CORPORATION OF PENNSYLVANIA
BY: (Sgd) F.A. LEOVY
Vice-Chairman of the Board.

W. Fraser
Director

Thousand Dollars (from which was to be deducted a portion of certain expenses insured in securing the concession) and an over-riding royalty of one shilling per tom on oil produced under such concession in excess of an average of seven hundred fifty tons daily.

Pursuant to its undertaking in the option agreement, Eastern and General Syndicate, Limited, had endeavoured to secure from the Sheikh of Kuwait a concession that would be satisfactory and could be transferred to Eastern Gulf Oil Company or its nominee, and as gone to considerable expense in connection with such endeavours.

Anglo-Persian had also been interested in obtaining in oil concession in Kuwait, and had conducted negotiations to that end with the Sheikh of Kuwait.

Anglo-Persian and Gulf have reached the conclusion that it would be to their mutual advantage to join in a common endeavour to secure an oil concession of concessions in Kuwait and arrange for operations in Kuwait in their joint interest; and have, accordingly, made the following:-



Wassil Khan
-Chairman-

AGREEMENT:

In consideration of the assurance, promises and undertaking of the other as herein expressed, and for other goods and valuable considerations, Anglo-Persian and Gulf each agrees with the other as follows:-

1. Titles of Paragraphs:- The titles used at the beginning of paragraphs herein are for convenience only, and are not to be considered in interpreting the meaning of the text.

2. Meaning of Terms:- As hereafter used in this Agreement, each of the following terms shall unless the context indicates otherwise have the meaning stated in this paragraph, namely:-

THE COMPANY shall mean the company to be organized pursuant to the provisions of Paragraphs 9 hereof:

THE CONCESSION shall mean the concession or concessions obtained or that may be obtained as contemplated by Paragraphs 3 here of for the exploration and exploitation of the oil lands or resource of Kuwait;

Kuwait shall mean the territory of that name on the western side of the Persian Gulf (including mainland, islands and territorial waters), as shown on the attached map.

SHEIKH shall mean the Sheikh or other the Ruler for the time being of Kuwait.

3. Negotiations for Concession:-

(a) After the signing of this Agreement, neither party shall carry on any negotiations or make any efforts, directly or indirectly or otherwise and/or either alone or jointly with others, to secure a concession or any interest in any concession covering the whole or any part of Kuwait except as may be mutually agreed by the parties or as may be determined by the Company; and any Kuwait Oil concession or interest in any Kuwait oil concession heretofore or hereafter obtained by or on behalf of either party shall be considered as held in trust of the benefit of both parties and be transferred forthwith to the Company.

(b) Each party undertakes to employ, in such manner and to such extent as may be mutually agreed or as may be determined by the Company, the agencies and facilities at its disposal to secure from the Sheikh a concession in terms satisfactory to the parties hereto; and, in the absence of agreement between the parties on other terms, each party consents to the negotiation and acceptance of a concession on the terms or terms not substantially

moreonerous to the concessionaire than those of the draft concession attached hereto marked Appendix A.

(c) In the event that the first concession obtained does not cover the entire territory of Kuwait, efforts will be continued as may be mutually agreed or as may be determined by the Company to secure another concession or concessions which shall eventually cover all of Kuwait, and this Agreement shall apply to all concession or inverse in concessions obtained by or on behalf of either party of held by the Company covering any part of Kuwait.

(d) "Cost" as referred to in the preceding subparagraph (c) shall be defined as the actual out-of-pocket expenses incurred by the company, including exploration, drilling, royalties, duties, taxes and all other expenses whatsoever applicable to such oil, and depreciation, amortisation and interest on capital at reasonable rates to be agreed upon.

7. Marketing:-

(a) Anglo-Persian is desirous of being assured that Kuwait oil, if discovered in commercial quantities, will not be used to upset or injure its own trade or marketing position directly or indirectly at any time or place. Gulf considers this an entirely legitimate and reasonable desire on the part of Anglo-Persian and for its part gives such assurance. Anglo-Persian recognizes however, that Gulf will which to have outlets for Kuwait Oil if and when produced; and therefore has be desire that Gulf should assume any restrictions with respect to the marketing of such oil and products therefrom which would in any way interfere with Gulf's freedom to obtain such outlets consistently with the observance of the above assurance.

(b) Reciprocally, Anglo-Persian gives assurance that Kuwait oil will not be used to upset or injure Gulf's trade or marketing position directly or indirectly at an time or place, which remaining free to obtained consistently with the observance of the above assurance outlets for Kuwait oil if and when produced.

(c) Both parties recognize the difficulty of foreseeing at the present time , the conditions that may obtain in the future and of prescribing in detail the application of the principles set forth and agreed to above in this paragraph 7, and undertakes to confer from time to time as either party may desire and mutually settle in accordance with such principles any question that may arise between them regard the marketing of Kuwait oil and products therefrom.

(d) Since under its arrangement with the Burmah Oil Company the Anglo-Persian's marketing position in India is of an in and out nature dependent on the relation form time



to time between Burmah Oil Company's and/or the Burmah-Shell Company's outlet there and the volume of indigenous production, Anglo-Persian is hereby recognised as having, by virtue of its said arrangement with Burmah-Oil Company and/or Burmah-Shell Company, a "trade or marketing position" in India, within the meaning of the preceding sub-paragraphs even though in pursuance of such arrangement it may not at any given time actually be supplying oil or the full range of its products to that market.

8. SUPPLY OF PERSIAN OR IRAQ OIL TO GULF:-

The parties have in mind that it might from time to time suit both parties for Anglo-Persian to supply Gulf's requirements from Persia and/or Iraq in lieu of Gulf requiring the Company to produced oil or additional oil in Kuwait.

Provided Anglo-Persian is in position conveniently to furnish such alternative supply, of which Anglo-Persian sources with any quantity of crude thus required by Gulf provided the quantity demanded does not exceed the quantity which in the absence of such alternative supply Gulf might have required the Company to produce in Kuwait - at a price and on conditions to be discussed and settled by mutual agreement firm time to time as may be necessary - such price F.O.B., however, not to be more that the cost to Gulf of having a similar quantity produces in and put F.O.B. Kuwait.

9. OPERATING COMPANY:-

(a) The parties will cause to be organised in such manner and in such jurisdiction as they may agree to be most advantageous from taxation and other standpoints a Company for the purpose of obtaining and holding the concession and carrying on all operation thereunder. Organisation of such Company will be proceeded with promptly in order that, if deemed advisable, negotiations for the concession may be conducted in its name. The initial capital of the Company shall be \$50,000 or an approximate equivalent in the currency of the country where be bound to subscribed for the same equally. All increases in the capital of the Company, shall be subscribed to equally by the parties.

(b) The Directors of the Company shall at all times be of an even number, one half of whom shall be nominated by each of the parties. Any one or more of the Directors nominated by either party attending any meeting of Directors shall have the right to exercise the entire voting power of such party. Directors having the right to exercise a majority of the entire voting power of all directors shall be required to constitute a quorum.

(c) The Directors may elect a Chairman, who, however shall not be empowered as such to cast, in addition to the vote to which he may be entitled as a director, a deciding vote. Each person, if any, so elected as Chairmen shall hold office until the next succeeding annual meeting of the company and the person, of any, so elected as Chairman shall be nominated

for alternative periods by the parties hereto respectively.

(d) The Directors shall elect or appoint the officers, managers and other personnel of the Company; define the authority and fix the term of office of each; and exercise exclusive control over expenditures and all operations and affairs of the Company; and they shall take such steps as may be required to authorize and cause the Company and its officers and agents to carry out the terms of the present agreement.

(e) The Memorandum, Articles of Association, Charter Bye-Laws or other instruments, defining the powers and rules of the Company shall be mutually agreed upon.

(f) Neither party shall assign or transfer its interest under this Agreement or dispose of its shares in the Company either in whole or in part except to, or with the written approval of, the other party, unless (A) such assignment, transfer and/or disposal be incident to a merger of interests or properties of such party with interests or properties of another responsible oil company or companies and the transfers takes over the whole of the undertaking of such party under this Agreement and enters into an agreement with the other party hereto to become bound by all terms of this Agreement; or (B) the other party be unwilling to pay the price or consideration obtainable therefore from a responsible third party after being given notice in writing of the price or consideration at which the first party is willing to dispose of said shares and/or interest, which notice shall also include the names and addresses of any or all the third party potential purchasers whom it may be intended to approach, and a reasonable period of time (not being less than 30 days) within which to determine whether or not to purchase the said shares and/or interest. Should either party receiving such an offer fail to exercise the same. then the party serving the same shall be entitled for a period of sixty days thereafter to dispose of the shares of the responsible third parties named at the price named in the notice but not at any other Price or to any third party not so named without first offering them in like manner to the other party at such other price, and always provided any such third party purchaser or purchasers enters into an undertaking to become bound by all the terms of this Agreement. All rights of the transferer party under this Agreement shall inure to the transferee of such party's interest and/or shares in the Company which has entered into an agreement with the other party hereto to be bound by the terms of this Agreement.

10. FORCE MAJEURE:-

No failure or omission on the part of either party hereto to carry out to perform any of the stipulations, covenants or conditions of this Agreement shall give the other party any claim or be deemed a breach of this Agreement in so far as the same arises from Force Majeure.



11. ARBITRATION:-

(a) If at any time during the currency of this Agreement any difference or dispute shall arise between the parties hereto concerning the interpretation or execution hereof, or anything herein contained, or in connection herewith, or the rights or liabilities of either party hereunder, or if the parties are unable to agree upon any matter which is by this Agreement to be agreed between them, the same shall, failing any agreement to settle it in any other way, be referred to two arbitrators, one of whom shall be chosen by arbitrators before proceeding to arbitration.

(b) Each party shall nominate its own arbitrators within 60 days after the delivery at its registered office of a request so to do by the other party, failing which its arbitrator may at the request of the other party be designate by the President for the time being of the Court of International Justice at the Hague. In the event of the arbitrators failing to agree upon the referee within 60 days after being chosen or designated, the President for the time being of the Court of International Justice at the Hague may appoint a referee at the request of the arbitrators or either of them.

(c) The decision of the arbitrators, or in case of a different of opinion between them, the decision of the referee, shall be final and binding upon both parties.

(d) The place of arbitration shall be such as may be agreed by the parties and in default of agreement shall be in London.

12. TERM OF THIS AGREEMENT:-

The term of this agreement shall be the period of the concession and any extension or renewal thereof.

IN WITNESS WHEREOF the parties hereto have cause these presents to be duly executed the day and year first above written.

ATTEST.
(SEAL)
(Sgd.) JNO. CLARK
Secretary.

ATTEST:
(SEAL)
(SGD.) W.J. GUTHRIE

ANGLO-PERSIAN OIL
COMPANY, LIMITED
BY: (Sgd.) W. Fraser
Director.

GULF EXPLORATION
COMPANY,
BY: (Sgd.) F.A. LEOVY,
President.

DATED 5th March 1934

HIS MAJESTY'S GOVERNMENT IN THE
UNITED KINGDOM

- to -

KUWAIT OIL COMPANY LIMITED

Agreement

relating to the Kuwait Oil Concession

Handwritten signature
B. H. H. H.

This Agreement

dated the *Fifth* day
of *March* One thousand nine

hundred and thirty four is made B E T W E E N HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM (hereinafter called "His Majesty's Government") of the one part and the KUNAIT OIL COMPANY LIMITED (hereinafter called "the Company" which expression shall where the context so admits be deemed to include its successors and/or assignees) of the other part

W H E R E A S in the event of the Kuwait Oil Company obtaining a concession from the Sheikh of Koweit (hereinafter called "the Sheikh") certain responsibilities will devolve on His Majesty's Government, the Company has agreed with His Majesty's Government as follows:-

1. THE Kuwait Oil Company, any transferee Company and any subsidiary Company that may be created shall be and remain a British Company registered in the British Empire.
2. NOTWITHSTANDING anything contained in the Agreement between the Company and the Sheikh the obligations and benefits of that agreement shall not be transferred to any other company without the prior consent in writing of His Majesty's Government, and shall not be transferred to any company in which more than fifty per centum of the capital and voting power is directly or indirectly controlled by persons other than British subjects.
3. THE employees of the Company in Koweit shall at all times so far as is consistent with the efficient carrying on of the undertaking be British subjects or subjects of the Sheikh. With the consent of His Majesty's Government, which consent shall not be unreasonably withheld, persons of other nationalities may be employed if in the opinion of the Company they are required for the efficient carrying on of the undertaking.

NOTWITHSTANDING anything contained in the Agreement between the Company and the Sheikh, the importation of foreign native labour shall be subject to the approval of the Political Resident in the Persian Gulf.
4. ONE of the superior local employees of the Company shall be designated chief local representative of the Company in Koweit. The approval of His Majesty's Government shall be required for the person so designated. He will be ordinarily resident at Koweit and will be responsible for the Company's local relations with the Koweit authorities. These local relations shall always be conducted through the Political Agent at Koweit, except as regards routine commercial business, which may be transacted through the official representative (if any) whom the Sheikh may appoint under the agreement between the Company and the Sheikh.
5. SUBJECT to the terms of the concession the Company undertakes at all times to pay due deference to the wishes of the Sheikh and to the advice of the Political Agent and the Political Resident in the Persian Gulf.
6. THE right given to the Company by its agreement with the Sheikh to utilise means of transportation by air shall be subject to any general regulations for civil aircraft made by the Sheikh on the advice of His Majesty's Government.
7. IN the application of the right given to the Sheikh by his Agreement with the Company to make full use free of charge of the Company's wireless and telegraph installations and railways for governmental purposes in times of national emergency, the Sheikh acting on the advice of His Majesty's Government shall be the sole judge whether a "national emergency" has arisen.
8. NOTWITHSTANDING anything contained in the agreement between the Company and the Sheikh the Company shall not have the right to use or occupy, and shall not include in the areas selected for the purposes of its operations, any sites which may have been selected by or on behalf of

P.2.1047/34 (27/2/34).

(1)

the Sheikh or His Majesty's Government for defence purposes, for aerodromes, aeroplane or seaplane bases or for wireless and telegraph installations or in connection with the development of harbours, provided that with the consent of His Majesty's Government which shall not be unreasonably withheld the Company shall have the right to use for the purposes of its operations such harbours as may be developed by the Sheikh or His Majesty's Government if there is not reasonable harbour accommodation available elsewhere. Harbours developed by the Company shall be under its complete and exclusive control.

9. TELEGRAPH, wireless and telephone installations, if any, maintained by the Company shall be for use only in its business and as provided in the concession, and shall be so constructed and operated that their operations shall not interfere with the operations of such wireless, telegraph or telephone installations as may be established by the Sheikh or His Majesty's Government.
10. THE Company declare that it is their intention, should they consider that commercial conditions justify it, to erect a refinery at Kuwait. If and when the Company is satisfied that commercial production is assured, the Company agrees to examine with His Majesty's Government the question of establishing a refinery in Kuwait of suitable type and capacity.
11. IN the event of a state of national emergency or war (of the existence of which His Majesty's Government shall be the sole judge) His Majesty's Government shall have the right of pre-emption of all the oil produced in Kuwait in accordance with the terms of the schedule hereto.
12. IN the event of notice of termination of the Agreement between the Company and the Sheikh being given under the terms of that Agreement on the ground that the Company has failed to observe any of the terms of this Agreement between the Company and His Majesty's Government, the arbitration provisions of the said Agreement between the Company and the Sheikh shall apply if the Company considers that notice of termination on such grounds under that Agreement is not justified.

IN WITNESS whereof Sir Louis James Kershaw, K.C.S.I., C.I.E. on behalf of His Majesty's Government has hereunto set his hand and seal and the Company has hereunto caused its Common Seal to be affixed the day and year first above written.

THE SCHEDULE above referred to

Pre-emption Clause.

In the event of a state of national emergency or war (of the existence of which His Majesty's Government shall be the sole judge)

- (1) His Majesty's Government shall have the right of pre-emption of all crude oil gotten under the Concession granted by the Sheikh to the Company and of all the products thereof and shall have the right to require the Company to the extent of any refining capacity it may have in Kuwait to produce oil fuel that shall comply with the Admiralty specifications at the time provided that Kuwait Oil be of a suitable kind and quality for this purpose.
- (2) The Company shall use its utmost endeavours to increase so far as reasonably possible with existing facilities the supply of oil and/or products thereof for the Government to the extent required by the Government.
- (3) The Company shall with every reasonable expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same, do its utmost to deliver all oil or products of oil purchased by the Government under their said right of pre-emption in the quantities at the time and in the manner required by the Government at a convenient place of shipment or at a place of storage in Kuwait to be determined by His Majesty's Government. In the event of a vessel employed to carry any such oil or products thereof on behalf of His Majesty being detained on

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Handwritten signature

demurrage at the port of loading the Company shall pay the amount due for demurrage according to the terms of the charter party and/or the rates of loading previously agreed with the Company unless the delay is due to causes beyond the control of the Company. Any dispute which may arise as to whether the delay is due to causes beyond the control of the Company shall be settled by agreement between His Majesty's Government and the Company, and, in default of such agreement, the question shall be referred to two arbitrators, one to be chosen by His Majesty's Government (or the Political Resident) and the other by the Company, with power to appoint an umpire in case of disagreement, such arbitration to be held in England and to be deemed a reference to arbitration under the provisions of the Arbitration Act of 1889 (52 and 53 Vict.C.49) of the Imperial Parliament, or any statutory modification or re-enactment thereof for the time being in force.

(4) The price to be paid for all oil or products of the refining or treatment of oil taken in pre-emption by His Majesty's Government shall be either (a) as specified in a separate agreement or (b) if no such agreement shall have been entered into, a fair price for the time being at the point of delivery as the same shall be settled by agreement between His Majesty's Government and the Company, or in default of such agreement by arbitration in the manner provided by the last preceding sub-clause.

To assist in arriving at a fair price at the point of delivery the Company shall furnish for the confidential information of His Majesty's Government, if so required, particulars of the quantities, descriptions and prices of Kuwait oil or products sold to other customers and of charters or contracts entered into for carriage and shall exhibit to His Majesty's Government original or authenticated copies of contracts or charter parties entered into for the sale and/or carriage of such oil or products.

(5) His Majesty's Government shall be at liberty to take control of the works, plant and premises of the Company in Kuwait, and in such event the Company shall conform to and obey all directions issued by or on behalf of His Majesty's Government. Compensation shall be paid to the Company for any loss or damage that may be proved to have been sustained by the Company by reason of the exercise by His Majesty's Government of the powers conferred by this sub-clause. Any such compensation shall be settled by agreement between His Majesty's Government and the Company or, in default of agreement, by arbitration in the manner provided by sub-clause 3.

SIGNED SEALED AND DELIVERED by }
 the said Sir Louis James Kershaw }
 on behalf of His Majesty's }
 government in the presence of }

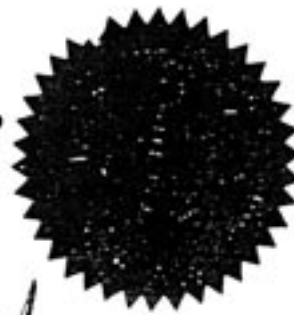
John Charles Walton
India Office
Civil Assistant

L. Kershaw



THE COMMON SEAL of the Kuwait }
 Oil Company Limited was hereunto }
 affixed in the presence of }

Al-Hakim
Guy Stevens
A. M. J.



Hasan Ahmad

SERVICE AGREEMENT

THIS AGREEMENT is made on the eight day of December 1951, between KUWAIT OIL COMPANY LIMITED, a company incorporated under the Companies Act, 1929 and having its registered office at 1, Great Cumberland Place, London, W.1., its permitted successors and assigns (hereinafter called "DARKCO") of the first part GULF KUWAIT COMPANY, a company organised under the laws of the State of Delaware, U.S.A., and having an office and place of business at Gulf Building, Pittsburgh, Pennsylvania, its permitted successors and assigns (hereinafter called "GULKO"), of the second part and KUWAIT OIL COMPANY (LONDON) LIMITED, a company incorporated under The Companies Act, 1948 and having its registered office at 1, Great Cumberland Place, London, W.1. (hereinafter called (OPCO)) of the third part.

WHEREAS:-

(A) Each of them Darkco and Gulko (hereinafter together called "the Employers") are entitled to an undivided half share in the rights privileges and interests conferred on Darkco by a Concession Contract (hereinafter called "the Kuwait Concession") dated the 23rd day of December 1934 and made between Darkco and His Excellency the Sheikh of Kuwait and to an undivided half share in all plant equipment lands building and other assets formerly held by Darkco.

(B) It has been agreed between the Employees and Opco that Opco shall manage the operations carries on pursuant to the Concession and shall do the

L.G	C.W.H.
J.G.	A.A.
J.M.G.	M.R.B.

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-B. H. H. H.

30th December 1951

His Highness Shaikh Abdulla
as-Salim as-Sabah, C.I.E.,
Ruler of Kuwait.

Your Highness:

With reference to Decree No. 5
of 1951 we write to confirm the
arrangement with Your Highness whereby
it is agreed that any submission to
arbitration under Article 12 of that
Decree shall be conducted in accordance
with the following procedure:

- (a) The Director and the taxpayer shall
each be entitled to appoint one
arbitrator, and the arbitrators so
appointed shall before proceeding to
arbitration, appoint a referee.
- (b) Each party shall nominate its own
arbitrator within sixty days after
the delivery of a request so to do by
the other party, failing which its
arbitrator may at the request of the
other party be designated by the
British Political Resident in the
Persian Gulf. In the event of the
arbitrators failing to agree upon the
referee within sixty days after being
appointed or designated, the British
Political Resident in the Persian
Gulf may appoint a referee at the
request of the arbitrators or either
of them.
- (c) The decision of the arbitrators, or
in case of a difference of opinion
between them the decision of the
referee, shall be final and binding

٤ ديسمبر سنة ١٩٥١

صاحب السمو الشيخ عبد الله السالم الصباح
حاكم الكويت .

يا صاحب السمو

بالإشارة الى المرسوم رقم ٥ لسنة
١٩٥١ نكتب لفرؤك الترتيب مع سموك الذي
بمقتضاه اتفق على ان أي نزول على التحكيم
بحسب المادة الثانية عشرة من ذلك المرسوم
سوف يجرى تبعا للظريقة الآتية -
(١) يمكن للمدير والممول كل منهما الحق
في تعيين حكم ، والحكمان المعينان على
هذا الوجه وقبل شروبيهم في التحكيم ،
بمعيان مفصلا .

(ب) يجب أن يعين كل طرف حكمه في
خلال ستين يوما لاستلام طلب بذلك من
الطرف الاخر ، وازا تأخر من ذلك فعنده
يعينه المقيم السياسي البريطاني بالخليج
الفارس بنا* على طلب الطرف الاخر .
وفي حالة ما اذا عجز الحكمان عن
الاتفاق على الفصل خلال الستين يوما
التالية لتعيينه او تسميته ، فللمقيم
لسياسى البريطانى فى الخليج الفارسى
أن يعين مفصلا بنا* على طلب بذلك
من الحكمين او اى منهما .

(ج) قرار الحكمين ، او فى حالة
خلاف فى الرأى بينهما ، فقرار الفصل
يجب أن يكون فاصلا ويحتما على
الطرفين .

* مكان التحكيم يكون بحيث يتفق عليه
الطرفان وفى حالة عدم الاتفاق يكون
بالكويت .

(د) النص الانجليزى للمرسوم ، متضمنا
في الامر الملكى الصادر من المقيم
السياسى البريطانى بالخليج الفارسى
يجعل المرسوم منطبقا على الاشخاص

upon both parties.

(d) The place of arbitration shall be such as may be agreed by the parties and in default of agreement shall be Kuwait.

(e) The English text of the Decree, incorporated in the King's Regulation issued by the British Political Resident in the Persian Gulf making the Decree applicable to persons subject to the jurisdiction of His Majesty in Kuwait, shall prevail.

الخاصين لسلطة جلالة الملك القضائية في الكويت ، هو النص الذي يعمل به كما اتفق على أنه في حالة نزاع ينشأ عما يتصل بمرسوم الضريبة المذكور آنفاً وإذا طلبت الشركة أو الشركات المعنية ذلك ، فالنزاع يحل الفصل فيه بالنزول على التحكيم

المخلصين لسركم
شركة دارس الكويت المحدودة
(المسماة سابقاً شركة نفط الكويت
المحدودة)

شركة جولف الكويت

عها

نائب الرئيس

شركة نفط الكويت المحدودة

It is further agreed that in the event of a dispute arising in connection with the said Tax Decree, and should the Company or Companies concerned so request, the dispute shall be determined by submission to arbitration.

Your Highness' sincere friends,
D'ARCY KUWAIT COMPANY LIMITED
(formerly named Kuwait Oil Company Limited)

W. H. Bridgman

GULF KUWAIT COMPANY

By *David Proctor*
Vice President

KUWAIT OIL COMPANY LIMITED

W. H. Bridgman

Accepted:

[Signature]
SHEIKH OF KUWAIT



تمثل هذا
[Signature]
شيخ الكويت



Before me,
[Signature]

H.M. Political Agent, Kuwait.

W. H. Bridgman

W H E R E A S :-

1. The D'ARCY KUWAIT COMPANY LIMITED (hereinafter called the "British Company") a company incorporated in the United Kingdom and formerly registered under the name of the Kuwait Oil Company Limited and the GULF KUWAIT COMPANY (hereinafter called the "American Company") a corporation organized under the laws of the State of Delaware, U.S.A., their respective successors and assigns BY VIRTUE of an Assignment by the British Company to the American Company dated 30th November 1951 executed with the consent (which is hereby confirmed) of HIS HIGHNESS SHAIKH ABDULLA AS-SALIM AS-SARAH, C.I.E., the Shaikh of Kuwait (hereinafter called "His Highness") are each VESTED with an undivided half interest in the Petroleum Concession Agreement dated 23rd December 1934 made between the then Ruler (Shaikh) of Kuwait and the British Company which has been amended by a further Agreement dated the 30th December 1951, made between His Highness, the British Company and the American Company (which Concession Agreement amended as aforesaid is hereinafter called "the Concession") and in all the rights, privileges and interests based upon or derived from the Concession, and

2. The British Company and the American

حسب ان -

١ - شركة دارسي الكويت المحدودة (المدعوة فيما يلي " بالشركة البريطانية ") وهي شركة مؤسسة بالمملكة المتحدة والتي كانت سابقا مسجلة باسم شركة نفط الكويت المحدودة وشركة جولف كويت (المدعوة فيما يلي " بالشركة الامريكية ") وهي مؤسسة مكنونة تحت قوانين ولايته ديلاوير بالولايات المتحدة الامريكية وخلفا كل منهما ومعينيه بمقتضى اتفاقية نقل من الشركة البريطانية الى الشركة الامريكية بتاريخ ٣٠ نوفمبر سنة ١٩٥١ والتي نفذت بموافقة صاحب السمو الشيخ عبد الله السالم الصباح C.I.E. شيخ الكويت (المدعو فيما يلي " بصاحب السمو ") والتي يرد كدها هذا قد اصبحت كل منهما متتعة بنصف شائع في حقوق اتفاقية امتياز النفط الموردة ١٣ ديسمبر سنة ١٩٣٤ والمعقودة بين حاكم (شيخ) الكويت حينئذ والشركة البريطانية والتي عدلت باتفاقية أخرى بتاريخ ٣٠ ديسمبر ١٩٥١

بين صاحب السمو والشركة البريطانية والشركة الامريكية (اتفاقية) منح امتياز النفط تلك المعدلة كما ذكر أيضا تدعى فيما يلي " بالامتياز " وفي كافة الحقوق والامتيازات والمنافع المترتبة على الامتياز او المستمدة منه و

٢ - الشركة البريطانية والشركة الامريكية

Company and the Operating Company or any of them under the Concession shall, except for such admission, be in no way altered or affected.

العائدة الى الشركة الامريكية وشركة التشغيل او اى منهما التى يقضى بها الاحتياز .

IN WITNESS WHEREOF this Instrument is executed on this 30th day of December 1951 corresponding to the 1st day of Rabi II 1371.

وانه اقرارا بما تقدم نقلت هذه الاتفاقية في هذا اليوم ٣٠ ديسمبر سنة ١٩٥١ الموافقة لليوم ١ ربيع ١٣٧١

Signature of Shaikh of Kuwait
SHAIKH OF KUWAIT

Signature of Sheikh al-Khaim
شيخ الخيم

Signature of D'Arcy Kuwait Company Limited
D'ARCY KUWAIT COMPANY LIMITED

Signature of D'Arcy Kuwait Company Limited
شركة دارسى الكويت المحدودة

Signature of Gulf Kuwait Company
GULF KUWAIT COMPANY

Signature of Gulf Kuwait Company
شركة جولف الكويت

Signature of Kuwait Oil Company Limited
KUWAIT OIL COMPANY LIMITED

Signature of Kuwait Oil Company Limited
شركة نفط الكويت المحدودة



Before me,



Signature of Political Agent

H.M. Political Agent

Signature of Political Agent

MEMORANDUM
OF
AGREEMENT

As a result of talks in Kuwait and Beirut held pursuant to the Letter-Agreement of 30th December 1951 His Highness has signified his decision to give effect to the following new arrangements which are now agreed with Kuwait Oil Company Limited ("K.O.C.") on behalf of D'Arcy Kuwait Company Limited and Gulf Kuwait Company ("the Companies"):

1. NEW TAX DECREE His Highness has decided to pass a new, general tax decree in substitution for the Kuwait Income Tax Decree, 1951, the text of which will be substantially as notified to the Companies.

2. CASH PAYMENTS In satisfaction of all his claims, His Highness will receive - the Companies' obligations under the 1951 Agreements having been fulfilled - £25 million over and above the revenues accrued and accruing to him up to the 31st December 1955 under the 1951 Agreements:

- a) Upon signature of the instruments giving effect to this Memorandum of Agreement the Companies

مذكرة اتفاقية

نتيجة للمحادثات التي جرت في الكويت وبيروت الحاقاً برسالة الاتفاقية المؤرخة ٣٠ ديسمبر ١٩٥١ اعرب صاحب السمو عن قراره باعطاء مفعول للترتيبات الجديدة التالية التي تم الان الاتفاق عليها مع شركة زيت الكويت المحدودة (كي . او . سي) بالنيابة عن شركة دارسي الكويتية المحدودة وشركة الخليج الكويتية (* الشركتين) :

١- مرسوم الضريبة الجديد قرر صاحب السمو اصدار مرسوم ضريبة عامة جديد بديلاً عن مرسوم ضريبة الدخل الكويتي لعام ١٩٥١ ، وستكون محتويات هذا المرسوم الرئيسية بحسب ما جرى ابلأفه للشركتين *

٢- المدفوعات النقدية ترضية لجميع مطالب صاحب السمو فان سموه - بالنظر الى ان الشركتين قد قامتا بما عليهما من التزامات بموجب اتفاقيات سنة ١٩٥١ - سيتسلم ٢٥ مليون جنيه فوق والاضافة الى الايرادات التي استحققت وتستحق لسموه حتى تاريخ ٣١ ديسمبر ١٩٥٥ بموجب اتفاقيات ١٩٥١ ،

- ١) عند توقيع الوثائق التي تعطي مفعولاً لمذكرة الاتفاقية هذه والنظر الى النصوص الواردة في

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shall jointly pay to His Highness in consideration of the provisions contained in Clauses 3 and 6 a sum of £5 million; and

- b) On the 1st January 1956 the Companies shall pay to His Highness the sum of £20 million.

If the total liability to Kuwait income tax of the Companies and of their affiliates and customers in respect of the year ending 31st December, 1955 is greater than the liability in respect of that year of the Companies calculated (on the basis of the increased royalty under Clause 4) in accordance with the provisions of the 1951 Agreements - namely, by applying to all sales the weighted average price per ton (2,240 lbs.) received by Gulf from non-affiliated customers as mentioned in Schedule 2 ("Explanation of the present and contemplated future marketing of crude oil produced in Kuwait") attached to the Letter-Agreement of 30th December 1951 - and if the whole or part of the additional amount of income tax payable is paid in advance on the 1st January 1956, the said sum of £20 million shall to the extent of such payment be deemed to have been satisfied. If during the period before the 1st January 1956 exports or prices of crude are substantially reduced by circumstances beyond the control of the Companies

البندين ٣ و ٦ تشترك الشركتان في دفع مبلغ ٥ ملايين جنيه الى صاحب السوء و
ب) في اول جينوري ١٩٥٦ تدفع الشركتان الى صاحب السوء مبلغ ٢٠ مليون جنيه .

واذا كان مجموع الطلويات لفريبة الدخل الكويتية من الشركتين والشركات المتداخلة فيهما وملاكهما بمسدد السنة المنتهية في ٣١ ديسمبر ١٩٥٥ هو اكبر من الطلويات بمسدد تلك السنة من الشركتين محسوبا ذلك (على اساس زيادة العوائد بموجب البند ٤) طبقا لنصوص اتفاقيات ١٩٥١ - اي بان يطبق على جميع البيوعات معدل السعر العوزون لكل طن (٢٢٤٠ رطل) الذي تستلمه شركة الخليج من العملاء غير المتداخلين فيها كما هو مذكور في الجدول ٢ (" ايضاح عن تسويق الزيت الخام الناتج في الكويت حاليا والفكر فيه في المستقبل ") المرفق بهر السالفة الاتفاقية المؤرخة ٣٠ ديسمبر ١٩٥١ - واذا كان كل او بعض القدار الاضافي لفريبة الدخل الواجب دفعها قد دفع مقدما يوم ١ جينوري ١٩٥٦ فان مبلغ ال ٢٠ مليون جنيه سيحتسب قد قوسل الى الحد الذي تملكه مثل تلك الدفعوات . واذا حصل في اثناء الفترة الواقعة قبيل اول جينوري ١٩٥٦ ان صادرات او اسعار الزيت الخام قد انخفضت بصورة رئيسية بسبب ظروف خارجة عن ارادة الشركتين فان صاحب السوء يتباحث معهما في

any effect such reduction may have on the payment of £20 million.

3. SELLING CHARGE AND VOLUME DISCOUNTS

- a) The Companies shall sell crude oil in Kuwait or, if the Companies sell in Kuwait to affiliates or customers who are tax payers in Kuwait having an income there on which the "appropriate percentage" under Article 2 of the new, general tax decree referred to in Clause 1 is not less than 50, such affiliates or customers shall re-sell the crude oil in Kuwait at prices which, taken at an average over each calendar year, shall not be less than the prices arrived at after deduction from the Companies' respective posted prices of a permanent selling charge of 2% of such posted prices and volume discounts agreed in accordance with paragraph b).

اي تأثير قد يكون لشل هذا التخفيض على دفع مبلغ الـ ٢٠ مليون جنيه .

٣- رسم البيع وخصميات القادير

- (ا) تبيع الشركتان الزيت الخام في الكويت او ، اذا باعت الشركتان في الكويت الى شركات مندوجة فيهما او عملاء هم في الوقت نفسه دافعوا ضرائب في الكويت ولهم ايراد فيهما * نسبة الخوة المناسبة * بموجب المسادة ٢ من مرسوم الضريبة العامة الجديد المشار اليه في البند ١ لا تقل عن ٥٠ ، فان مثل هذه الشركات المندوجة او هؤلاء العملاء عليهم ان يعيدوا بيع الزيت الخام في الكويت باسعار اذا اخذ معدلها طيلة كل سنة ضريبة فلن يكون هذا المعدل اقل من الاسعار التي يتوصل اليها بعد ان يخصم من الاسعار المعلنة لكل من الشركتين رسم دائمي للبيع قدره ٢ بالمائة من مثل تلك الاسعار المعلنة وخصميات القادير الخلق عليها بموجب
- (الفقرة ب)

(ب) وبالإضافة الى ذلك ، ولحفظ

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His Highness and the Companies will from time to time agree rates of volume discounts to be applied to the Companies' respective posted prices.

4. ROYALTY The Companies shall with effect from the 1st January 1955 pay royalty on crude oil won and saved either at 11/- (sterling) per ton or at the rupee equivalent thereof whichever shall be mutually agreed before signature of the instruments giving effect to this Memorandum of Agreement. The new royalty is approximately $12\frac{1}{2}\%$ of the present posted prices at current exchange rates and will be variable in a manner to be defined in the said instruments so as to keep the royalty at approximately this percentage. The royalty on natural gas and other "petroleum" shall remain at the rate stated in the Concession.

5. PRODUCTION GUARANTEE The Companies will jointly guarantee, subject to force majeure, a minimum total crude oil production of 15 million tons a calendar year to the end of 1961. Thereafter any production guarantee shall be fixed by mutual consent between His Highness and the Companies.

فان صاحب السمو والشركتين سيتفقون بين الوقت والاخر على نسب خصيات الغادير الواجب تطبيقها على الاسعار المعلنة لكل من الشركتين .

٤- العوائد ستدفع الشركتان اعتباراً من اول جنيوري ١٩٥٥ عوائد على الزيت الخام المكتسب والعوثر اما بمعدل ١١/- شلنا (استرلنيا) لكل طن او ما يعادل ذلك بالروبيات ايهما يتم الاتفاق التبادل عليه قبل توقيع الوثائق التي تعطى لهـمـولا لذكـرة الاتفاقيـة هـذـه . وتبلغ العوائد الجديدة $12\frac{1}{2}\%$ بالمائة تقريبا من الاسعار المعلنة الحالية حسب قيمة تبادل العملة السارية وتكون معروضة للتغيير بطريقة يجرى تحديدها في الوثائق المذكورة لكي يمكن حفظ العوائد على هذه النسبة الخوة تقريبا . اما العوائد من الغاز الطبيعي و " البترول " الاخر فتبقى على النسبة المذكورة في الاخير .

٥- ضمان الانتاج ان الشركتين تضمنان مشتركتين، مع خضوع ذلك للاسباب القهريه ، حدا ادنى للانتاج مجموعه ١٥ مليون طن من الزيت الخام في كل سنة فريسيه حتى نهاية سنة ١٩٦١ . وحد هذا التاريخ فان اي ضمانه للانتاج يتم تحديدها بالاتفاق التبادل بين صاحب السمو والشركتين .

NEW PROVISIONSa) Refinery Profits

(1) The revenue to His Highness on account of products exported will arise in the following way: the basis of posted prices less the selling charge and agreed discounts shall be applied to the crude oil attributable to products exported (as defined below) and, in addition, a fee of 5/- per ton over and above the refining cost will be due to K.O.C. for processing products for export which fee shall not be deductible as an expense in the Companies' Kuwait income tax declarations. The crude oil attributable to products exported shall be that proportion of the total crude oil run in the Refinery which the tonnage of products exported bear

٦- نصوص جديدة(١) أرباح المصفاة

(١) أن الإيراد لصاحب السمو من حساب المنتجات المصدرة سينشأ بالطريقة التالية، أساس الأسعار المعلنة ناقص رسم البيع والخصومات العتق عليها، تطبق على الزيت الخام الخاص بالمنتجات المصدرة (حسبها هو محدد أدناه) وبالإضافة لذلك تتقاضى شركة زيت الكويت المحدودة (نظير تحضير المنتجات للتصدير) رسماً قدره ٥ /- شلنات من كل طن فوق ودا عن هاريف التصفية ، وبثل هذا الرسم لن يكون قابلاً للخصم كصروفات في بيانات ضريبة الدخل الكويتية المقدمة من الشركتين . هذا وإن الزيت الخام الخاص بالمنتجات المصدرة سيكون هو النسبة بين مجموع الزيت الخام الداخلة في المصفاة الذي تتحمله زنة اطنان المنتجات المصدرة وبين

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B. B. B.

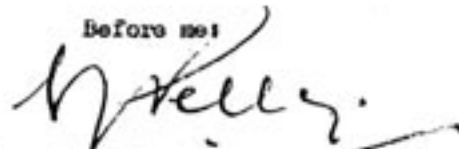
provision in this Memorandum of Agreement the English text shall prevail.

Dated Beirut 14th May 1955

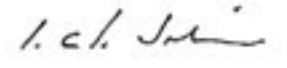
Accepted:


On behalf of
SHAIKH OF KUWAIT

Before me:


H.M. POLITICAL AGENT, KUWAIT

For and on behalf of DARCY
KUWAIT COMPANY LIMITED and
GULF KUWAIT COMPANY


Managing Director
KUWAIT OIL COMPANY LIMITED

نص في مذكرة الاتفاقية
هذه فانه يرجع في ذلك الى
النص الانكليزي .

بيروت في ١٤ ماي ١٩٥٥

قبلت :

عمر شيخ الكويت

امامي :

معتد جلالته السياسي في الكويت

باسم والنيابة من شركة دارسي الكويتية
المحدودة وشركة الخليج الكويتية

المدير الاداري
شركة زيت الكويت المحدودة

هذه الاتفاقية المعقودة في اليوم
 عام الف وتسعمائة وواحد وستين بين شركة نفط
 الكويت المحدودة وعنوان مكتبها المسجل بيت برقان ، ١٠٥ شارع وكمبر
 لندن دبلو ١ : 'Burgan House 105 Wigmore Street London W.2.
 (وتدعى فيما يلي "البائع") كطرف اول وبين شركة ناقلات النفط الكويتية ، ومكتبها
 المسجل في الكويت (وتدعى فيما يلي "المشتري") كطرف ثان .

تشهد

حيث ان البائع قد وافق على ان ينشئ* معملا لانتاج غاز البترول السائل في
 معمل التكرير الذي يملكه البائع في ميناء الاحمد، في الكويت وعلى ان يبيع غاز
 البترول السائل هذا للمشتري، لتوزيعه داخل دولة الكويت .

لهذا فعليه ومقابل تصور. العهد المتبادل المذكور هنا اتفق الطرفان على

ما يلي :-

١ - مدة الاتفاقية

وافق البائع على ان يبيع ووافق المشتري على ان يشتري غاز البترول السائل
 بكميات وبالسعر والشروط الأخرى المذكورة في الاتفاقية لمدة خمس سنوات تبدأ
 من تاريخ تسليم اول شحنة منه للمشتري في اليوم الاول من شهر تشرين الثاني
 (نوفمبر) عام الف وتسعمائة وواحد وستين او قبل ذلك . وتمدد هذه المدة
 بصورة غير محدودة من سنة الى اخرى ما لم والى ان ينهيها احد الطرفين ، وذلك
 بان يعطي الطرف الراغب في الانتهاء الطرف الاخر اشعارا كتابيا بذلك لا تقل مدته
 من سنة اشهر ينتهي في اي تاريخ عقب انتهاء مدة الخمس سنوات المذكورة . وعلى
 الرغم من ان نص في محتويات هذه الاتفاقية فانه اذا انتهت الاتفاقية بموجب اي نص
 مذکور فما يلي فان مدة التسليم تنتهي في تاريخ انتهاء الاتفاقية ذاته .

٢ - الكمية

لن يطلب الى البائع ان ينتج او يوفر غاز البترول السائل في معمل تكرير النفط
 التابع له أكبر من واقع اقصاه سبعة الاف كالون امبراطوري في اليوم . وفي حالة
 احتياج المشتري الى كميات من غاز البترول السائل المذكور تزيد على الواجب الاقصى
 يعطي المشتري البائع اشعارا كتابيا بهذه الاحتياجات الاضافية ويقوم الطرفان
 المتعاقدان بالتشاور فيما بينهما بقصد الاتفاق على كمية هذه الاحتياجات الاضافية
 (ان وجدت) التي يمكن تزويدها وعلى الشروط التي سيتم بموجبها تزويد هذه الكمية .

٣ - النسيء

ضمن البائع ان يتكون غاز البترول السائل في الغالب من غازى البروبان والبيوتان وان يتراوح وزنه النوعي ما بين ٥١ر٠ و ٥٨ر٠ على ستين درجة فارنهایت ، وان يكون الحد الاعلى لضغط البخار ٢١٠ ارطال انكليزية لكل انش مربع قياسا على مئة درجة فارنهایت ، وان يكون غاز البترول السائل المذكور صالحا للاستعمال في اجهزة الطبخ والتسخين المنزلية التي صممت خصيصا لتعمل بغاز البترول السائل وللاستعمال تسخين الصناعي او للاستعمال وقودا صناعيا او وقودا لمحركات المركبات الميكانيكية .

يضيف البائع الى غاز البترول السائل وقت التسليم مادة تعطي رائحة بالكمية التي يراها مناسبة لاكتشاف اى نضح بحاسة الشم .

٤ - التسليم

يقوم البائع بتجهيز وصيانة وتشغيل منشآت لمركز للتعليم في معمل التكرير التابع له في ميناء الاحدى لتعبئة غاز البترول السائل في سيارات صهاريج المشتري تعبئة بالجملة . وتعتبر ان ملكية غاز البترول السائل المذكور انتقلت الى المشتري حالما تتم تعبئة سيارات صهاريج المشتري .

يقوم المشتري باتخاذ جميع الاحتياطات الضرورية لمناولة غاز البترول السائل المذكور ونقله ، ويتضمن عن البائع ويدفع عنه اية مطالبة او اية مسؤولية قانونية او اية خسارة بشأن اية اصابة قد تلحق باشخاص او ضرر للممتلكات قد تنشأ عن مناولة غاز البترول السائل المذكور او الاحتفاظ به او استعماله باية طريقة كانت بعد انتقال غاز البترول السائل الى المشتري .

٥ - السعر

يدفع المشتري الى البائع سعرا لغاز البترول السائل المذكور بالنقد المحلي بوان. مساوي، ستة جنيهات وسبعة عشر شلنا (استرليني) لكل طن يحوى ٢٢٤٠ رطلا انكليزيا .

٦ - الدفع

يجرى الدفع الى البائع في الكويت خلال اربعة عشر يوما من تاريخ تسلّم قوائم حساب البائع الشهرية والتي تقدم في الشهر التالي للشهر الذي تم فيه التسليم .

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٧ - القياس

يجرى قياس غاز البترول السائل الذي يزود بموجب هذه الاتفاقية بالوزن وتقرر هذا الوزن بوزن مركبات الصهرج قبل التسليم وبعده على ميزان مركبات يقع بجوار محطة التسليم . تعتبر التسليمات التي يسجلها البائع بموجب هذا الاجراء نهائية ومزمة للمشتري، الا انه يحق للمشتري في جميع الاوقات المعقولة ان يفحص ميزان المركبات ويختبر دقته .

٨ - تقدير الاحتياجات مسبقا

يزود البائع وقبل المشتري تسليمات غاز البترول السائل المذكور في الاوقات وبالكميات (مع مراعاة الحد الاقصى المشار اليه في البند ٣ اعلاه) التي يتفق عليها الطرفان المتعاقدان .

يزود المشتري البائع مسبقا بتقديرات تقريبية عن احتياجات التسليم لكل ثلاثة اشهر مع تقدير شهري عند بداية كل شهر شمسي .

٩ - احتياطات السلامة

لا يتخلب الى البائع ان يسلم غاز البترول السائل المذكور في اى وعاء ما عدا سيارات صهارج المشتري التي يستمر توافرها وصيانتها طوال مدة هذه الاتفاقية تماما بموجب قوانين السلامة المعترف بها بوجه عام في صناعة النفط . ويجوز للبائع ان يمتنع عن تعبئة اية سيارة يعتقد ان المشتري لم يصنها الى مستوى من السلامة يقبل به البائع وانها ليست في ذلك المستوى . ومع ذلك فان تعبئة البائع اية سيارة لا يعتبر اعترافا منه بان تلك السيارة قد صينت كما يجب .

يتفقد المشتري، وخدمه وبنائوه في جميع الاوقات اثناء عمليات التعبئة تقيدا دبقا بقواعد وانظمة البائع الخاصة بالسلامة والصيانة في مركز التسليم .

١ - تحديد الاستعمال والبيع

ان غاز البترول السائل المذكور الذي يزود بموجب هذه الاتفاقية هو لاستهلاك المحلي داخل دولة الكويت وللاستعمال وقودا لاجهزة الطبخ التسخين (سواء اكانت منزلية ام صناعية) ووقودا للصناعة او لمحركات المركبات لميكانيكية فقط، وضمن المشتري الامثال لنصوم. هذا البند باكبر قدر ممكن معقرا بصورة خاصة فان المشتري (أ) لن يبيع غاز البترول السائل المذكور للاستعمال لاغراض عدا عن تلك المحددة في هذا البند و (ب) لن يبيع غاز البترول السائل المذكور خارج حدود دولة الكويت و (ج) لن يبيع غاز البترول لسائل المذكور في الحالات التي يبدو من المرجح والمعقول فيها حدوث ما خالف نصوم. هذا البند • وعلى المشتري ان يفرض، فيما اذا طلب البائع منه لكء شروطا على كل بيع لغاز البترول السائل منه الى الغير يحدد بموجبها استعمال غاز البترول السائل ومنطقة استعماله كما هو مبين في هذا البند، وفي حالة حدوث اية مخالفة لهذه الشروط، على المشتري ان يعمل بجميع الوسائل لتيسرة لديه على تنفيذ هذه الشروط، وعليه ان يتوقف عن تزويد اية كمية من غاز البترول السائل المذكور للشخص المسؤول او المؤسسة او الشركة لمسؤولة عن مثل هذه المخالفة اذا طلب اليه البائع ذلك •

١ - العلامات التجارية

يتخذ الطرفان المتعاقدان فيما بينهما عنى الشعار او العلامة التجارية ان لزم شي • منهما) التي ستستعمل فيما يتعلق بتسويق غاز البترول السائل لعد • يزود بموجب هذه الاتفاقية داخل دولة الكويت •

١ - القوة القاهرة

لا يعتر ان من الطرفين المتعاقدين مسؤولا عن التقصير عن تنفيذ اى نص والنظام في هذه الاتفاقية اذا كان هذا التقصير قد تسبب او نشأ مباشرة او غير مباشرة، عن اى قننا • وقدر، او امر او تشريع او نداء صادر عن الحكومة المحلية، و حريق، او فيضان او اضراب او حرب او نقص او خلل في منشآت اى من الطرفين المتعاقدين، او عن اى سبب اخر فوق ارادة الطرفين •

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١٣ - الضرائب

يتحمل المشتري على حسابه جميع الضرائب او المكسرات او الرسوم او العوائد او الغرامات او ما شابه ذلك (وتدعى في هذا البند "الضرائب") التي قد تفرضها او تستوفيها حكومة الكويت فيما بعد عن غاز البترول السائل المذكور المزود بموجب هذه الاتفاقية او بن تسليمه او بيعه او نقله او تخزينه او استعماله . وفي حالة فرض زيادة على الضرائب التي تدفع في الوقت الحاضر بخصوص اعمال البائع في الكويت ، او اذا فرضت اية ضريبة جديدة بخصوص الاعمال المذكورة بحق للبائع رفع سعر غاز البترول السائل المذكور الذي يدفع بموجب هذه الاتفاقية الى الحد الذي يتشى تشبها معقولا بهذه الزيادة او مقدار الضرائب الجديدة، ايا كانت الحالة .

١٤ - احوالة

لا يحق لأي من الطرفين المتعاقدين ان يحيل على الغير هذه الاتفاقية او اى حقوق، او التزامات منصوص عليها فيها دون الحصول مسبقا على موافقة كتابية من الطرف الآخر .

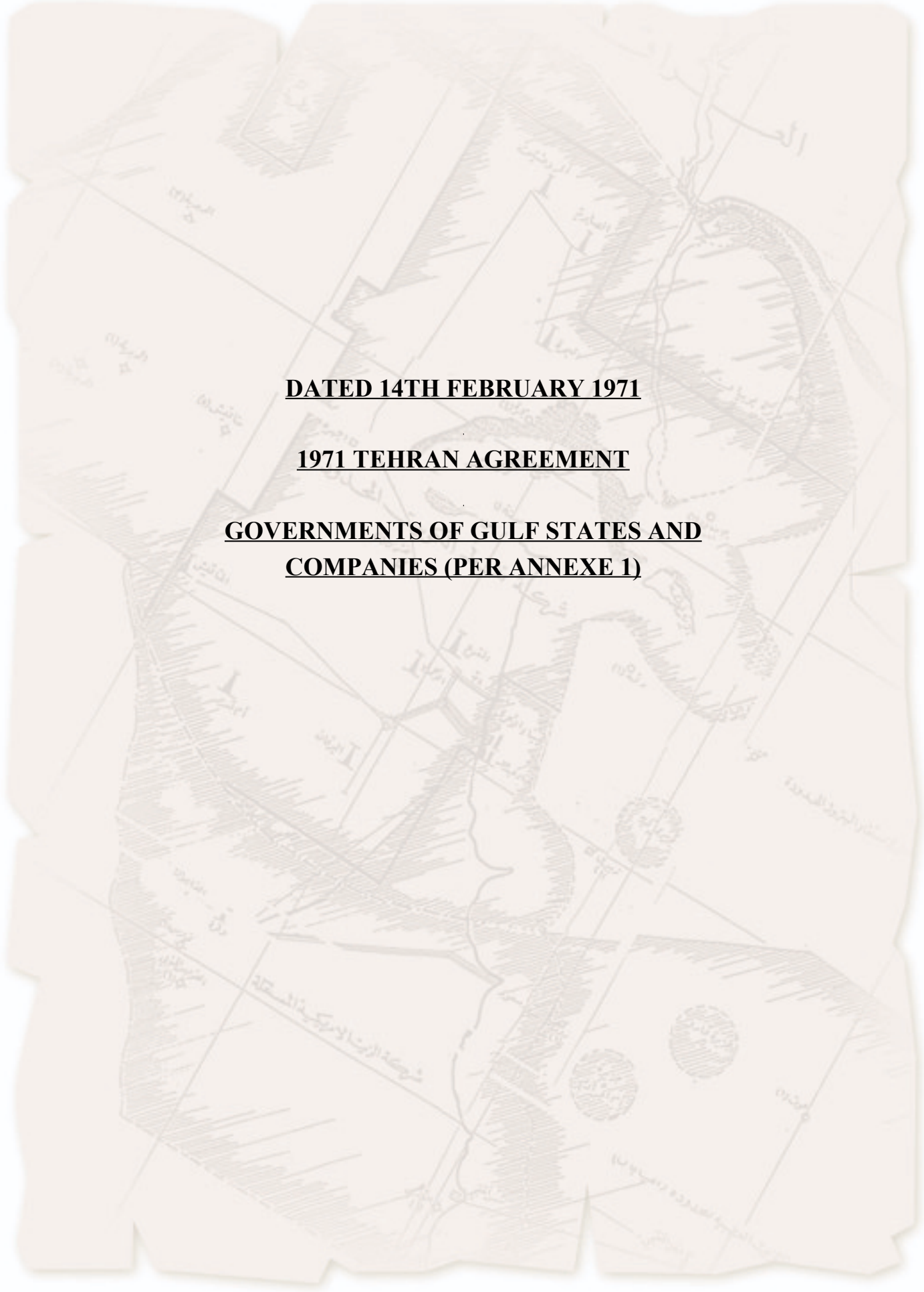
واثباتا لذلك، وقع الطرفان المتعاقدان هذه الاتفاقية في اليوم والسنة المذكورين
اولا املاء .

وقعها بالوكالة والنيابة عن
شركة ناقلات النفط الكويتية

بمختصر

وقعها بالوكالة والنيابة عن
شركة نفط الكويت المحدودة

بمختصر



DATED 14TH FEBRUARY 1971

1971 TEHRAN AGREEMENT

**GOVERNMENTS OF GULF STATES AND
COMPANIES (PER ANNEXE 1)**

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B. H. H. H.

AGREEMENT

Abu Dhabi, Iran, Iraq, Kuwait, Qatar and Saudi Arabia (the said six states being hereinafter known as “the Gulf States” insofar as their exports from the Gulf are concerned) and the Companies listed in Annexe 1 and their affiliated (hereinafter known as “the Companies”), to establish security for supply and stability in financial arrangements agree:

1. The existing arrangements between each of the Gulf States and each of the Companies to which this Agreement is an overall amendment, will continue to be valid in accordance with their terms.
2. The following provisions constitute a settlement of the terms relating to government take and other financial obligations of the Companies operating in the Gulf states as to the subject matters referred to in OPEC resolutions and as regards oil exported from the Gulf, for a period from 15th February, 1971 through 31st December, 1975. These provisions shall be binding on both the Gulf States and the Companies for the said period.
3. These provisions are :-
No
leapfrogging (a) During this Agreement no Gulf State will seek any increase in government take or other financial obligations over that now agreed regarding Gulf production, as a result of :
 - (1) The application of different terms in :
 - (i) any Gulf State as a Mediterranean exporter; or
 - (ii) any Mediterranean producer; or
 - (iii) any producer from any other area; or
 - (2) The breach of contract through unilateral action by any Government in the Gulf; or
 - (3) The elimination of existing disparities in the Gulf under paragraph (c) (2) (iv) or any settlement under paragraph (c) (3) THIRDLY; or
 - (4) The application of different terms to any future agreement in any country bordering on the Gulf

No Embargo (b) The requirements of the six Member Countries of OPEC bordering the Gulf under OPEC Resolutions XXI.120 and XXII.131 are satisfied by the terms of this Agreement. During the period of this Agreement the Gulf States shall not take any action in the Gulf to support any OPEC member which may demand either any increase in government take above the terms now agreed, or any increase in government take above the terms now agreed, or increase in government take or any other matter not covered by Resolution XXI.120.

Financial Terms (c) (1) Total tax rates on income shall be stabilize in accordance to meet OPEC Resolution XXI.120. with existing arrangement, except that insofar as present tax laws provide for total rates lower that 55 per cent, the Companies concerned will submit to an amendment to the relevant income tax laws raising the total rates to 55 per cent.

OPEC 120
Paragraph 1

(2) In satisfaction of the several claims arising out of paragraphs 2 and 3 of OPEC Resolution XXI.120:-

(i) Each of the Companies shall uniformly increase as from the effective date its crude posted prices at the Gulf terminals of the Gulf States by 33¢ per barrel.

(ii) (aa) Each of the companies shall make further upward adjustments to its crude posted prices to the nearest tenth* of a cent per barrel by increasing on 1st June, 1971 each of such posted prices by an amount equal to 2 1/2% of such posted price on the day following the effective date. On 1st January of each of the years 1973 through 1975 a further increase to the nearest tenth of a cent shall be made in each such posted price equivalent to 2 1/2% of the posted price prevailing on 31st December of the preceding year.

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-B. H. H. H.

(ii) (bb) Each of the Companies shall increase its crude posted prices on 1st June, 1971 by 5¢ per barrel and by a further increase of 5¢ per barrel on 1st January in each of the years 1973-1975.

(ii) (cc) Each of the Companies shall further increase its crude posted prices as from the effective date by 2¢ per barrel which, together with paragraph 3 (d) is in satisfaction of claims related to freight disparities.

*For each decimal fraction of a cent of 0.05 cents or above the amount is to be increased to the next higher whole 0.1 cent. For each decimal fraction of a cent below 0.05 cents the amount is decreased by this fraction.

(iii) The increases included in (ii) above shall be in satisfaction of claim in respect of freight, escalation and of inflation under both OPEC Resolution XXI.120 and OPEC Resolution XXI.122, and also in satisfaction of certain other economic consideration raised by the Gulf States.

(iv) Each of the Gulf States having an existing claim under negotiation based on posted price disparity has discussed and resolved such claim with the Companies exporting the crude grade concerned as follows:- In the case of Iranian Heavy, Saudi Arab medium and Kuwait, the posted prices shall each be increased by the Companies concerned by one cent with effect from the effective date. In the case of Basrah after the adjustment provided for in (3) FIRSTLY the posted price will be \$1.805 for 35° API.

OPEC 120
Paragraph 4

- (3) FIRSTLY For crude oil API gravity 30.0° to 39.9° with effect from the effective date each posted price shall be further increased by the Companies by 1/2¢ per barrel for each degree such crude is less than API° 40. A table showing the resulting increases before taking into account the settlement of disparities under (c) (2) (iv) is attached (Annexe 2) and forms part of this Agreement.

SECONDLY Posted prices shall apply to shipments falling within the range of .0 to .09 degrees of any full degree of API gravity and shall be subject to a gravity differential on the basis of 0.15¢ per barrel for each full 0.1 degree API.

OPEC 120
Paragraph 5

THIRDLY In the case of crudes under 30° API the Governments and Companies shall agree on a basis for adjusting the posted price. However, if no such agreement is reached the same principles applied in FIRSTLY and SECONDLY above shall apply.

- (d) The existing per cent allowance, the gravity allowance and the 1/2¢ per barrel marketing allowance shall be eliminated as from the effective date of this Agreement.

If Libya is receiving a premium for short haul crude which premium is to fluctuate according to freight conditions in accordance with a freight formula and if in respect of any period the premium applied by any major oil company which had production in Libya and the Gulf States exceeds for any reason the lowest level permitted by such formula for such period the Gulf States shall be entitled to additional payments as set out in Annexe 3.

- (4) “Affiliate” shall mean in relation to any Company, which is wholly or partly owned directly or indirectly by that company.
- (5) Each of the Gulf States accepts that the Companies undertakings here under constitute a fair appropriate and final settlement between each of them, and those of the Companies operating within their respective jurisdictions, of all matters related to the applicable bases of taxation and the levels of posted prices up to the effective date.

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B. H. H. H.

(6) The effective date of this Agreement shall be 15th February, 1971.

Done this 14th Day of February, 1971 at
Tehran, Iran

For the Gulf States:

Mana Saeed Otaiba
Abu Dhabi

Jamshid Amouzegar
Iran

Saadoun Hammadi
Iraq

Abdul-Rahman Al-Ateeqy
Kuwait

Hassan Kamel
Qatar

Ahmed Zaki Yamani
Saudi Arabia

For the Companies:

Strathalmond

George T. Piercy

A.C. De Crane, Jr.

John E. Kircher

W.P. Tavoulerias

APPENDIX II (12c)

AGREEMENT ON NATURAL GAS

Memorandum of Agreement between the Kuwait Government represented by H.E. The Minister of Finance and Oil and BP (Kuwait) Limited and Gulf Kuwait Company as to the utilisation of natural gas produced with the crude oil, as follows:-

- (1) The Kuwait Government shall have the right of obtaining any quantities of natural gas produced with the crude oil from the field in the concession area of BP (Kuwait) Limited and Gulf Kuwait Company either for utilisation in Kuwait or for export.

However, this does not deprive the concessionaries of the right of having the gas required for their local operations and their existing L.P.G. Plant.

- (2) Any expansion of the existing L.P.G. plant and the construction of any new gas or gas liquid plants by the concessionaires will be carried out only in consultation and with approval of Government.

for THE KUWAIT GOVERNMENT
MINISTER OF FINANCE AND OIL

for BP (KUWAIT) LIMITED

(Sgd.) J.W.R. Sutcliffe

for GULF KUWAIT COMPANY

(SGD.) A.R. MARTIN

8th January 1972



مستندات عامة

General Documents

شكل رقم ٤:مرسوم الامتيازات الصناعية والتصميمات والعلامات التجارية بالبحرين لسنة ١٩٥٥

شهادة المسجل لتسجيل
علامة تجارية
بمقتضى الجزء الثاني .

بخصوص علامة تجارية مسجلة رقم ب ٢٢ م ٨٨٩ .

انا الموقع ادناه مسجل الامتيازات للصناعات والتصميمات والعلامات التجارية المعين بمقتضى المرسوم المذكور اعلاه اشهد بهذا :
على انه في تاريخ ١٧ مايو ١٩٥٩ ، جرى تسجيل شركة نفط الكويت المحدودة ، و عنوان جريت كمبرلند بلمس ، لندن ، دبلنو . ١ ، اصحاب مصانع و تجار ، كمالك العلامة التجار ب ٢٢ م ٨٨٩ في القسم ١٩ (جدول ١) بخصوص زيت، قير و زيت، و كافة البضائع ا في القسم ١٩ (جدول ١) التي تضم المواد المذكوره اعلاه . وقد تم نشر طلب تسد العلامة التجارية المذكوره في النشرة المتسلسلة رقم ٤٤ ، المؤرخة اول يونيو ١٩٥٩ .
البضائع المشمولة في القسم ١٩ (جدول ١) تعتمد لدى المسجل على انها تحتوى على بناء ، حجر طبيعي و اصطناعي ، سعنت ، كلم ، طين ، جبس و جص ، انابيب من خزف او مواد بناء الطرق ، زيت ، قير و زيت ، بنايات متقلة ، حجر انصبة تذكوية ، رؤوس المداخن ان تسجيل هذه العلامة التجارية بمقتضى احكام الجزء الثاني من المرسوم يعد نافذ الفه من ١٧ مايو ١٩٥٩ ، و سيمتد سارى المفعول الى ١٠ يونيو ١٩٧٣ ، و تلك هي مدة التسجيل في المملكة المتحدة ، على شرط ان يستمر التسجيل في البحرين من ١٦ مايو ١٩٦٤ ، و هذا هو تاريخ انتهاء مدة تسجيل العلامة التجارية الاول في البحرين ، و بعد ذلك كل مدة خمس سنوات بالتتالي ؛ و على شرط ايضا ان يجدد بقاء التسد المملكة المتحدة عند تاريخ الانتهاء السالف الذكر و عندما يودعون ملاك العلامة التجار كتابيا بتجديد كهذا خلال ثلاثة اشهر من تاريخ انتهاء كهذا .
صورة العلامة التجارية المذكوره ملصقة هنا .

الشهادة بتوقيمي و ختمي في اليوم الثاني من
شهر سبتمبر سنة ١٩٥٩ .

عن مسجل
الامتيازات الصناعية والتصميمات والعلامات التجارية

بالبحرين

Form No. 9

**THE BAHRAIN PATENTS, DESIGNS AND TRADE MARKS
REGULATION 1955**

REGISTRAR'S CERTIFICATE of the registration of a Trade Mark under Part II.---

: : : : :

IN THE MATTER OF Registered Trade Mark Number BUK 889.-----

I, the undersigned Registrar of Patents, Designs and Trade Marks, appointed

under the above named Regulation hereby certify that under date 17th May, 1959, Kuwait Oil Company Limited, of 1, Great Cumberland Place, London, W. 1; Manufacturers and Merchants, are registered as owners of the Trade Mark Number BUK 889 in Class 19 (Schedule I) in respect of asphalt, pitch and bitumen, and all goods included in Class 19 (Schedule I) incorporating any of the aforesaid substances. The application for registration of the said Trade Mark was published in Publication Serial Number 44, dated 1st June, 1959.

The goods included in Class 19 (Schedule I) are held by the Registrar to cover building materials, natural and artificial stone, - cement, lime, mortar, plaster and gravel; pipes of earthenware or cement; road-making materials; asphalt, pitch and bitumen; portable buildings; stone monuments; chimney pots.

Registration of this Trade Mark under the provisions of Part II of the Regulation is effective from 17th May, 1959, and will remain in force until 10th June, 1973, being the period of subsistence of registration in the United Kingdom: PROVIDED registration in Bahrain is continued from 16th May, 1964, which is the date of expiry of first registration period of the Trade Mark in Bahrain, and is renewed on each succeeding period of five years thereafter: AND provided further that the subsistence of registration in the United Kingdom is renewed on the date of expiry as aforesaid and upon such owners lodging documentary proof of such renewal within three months of the date of such expiry.

A representation of the said Trade Mark is affixed hereto.-----



Witness my hand and seal this second day

of September - - - 19 59.

For REGISTRAR,

Y. A. Kader
PATENTS, DESIGNS AND TRADE MARKS,

BAHRAIN.

51034

*Edward Evans & Co
14. High Hol. St.*

GREAT BRITAIN AND



NORTHERN IRELAND

TRADE MARKS ACT 1938



The Trade Mark shown above has been registered in Part A of the Register in the name of Kuwait Oil Company Limited

*_____ in Class 4 Schedule IV
under No. 708004 as of the date 11th June, 1952 in respect of
all goods included in Class 4.*

Sealed at my direction this 14th day of January, 1953.

The Patent Office, Trade Marks Registry,
25, Southampton Buildings, London, W.C.2.

J. L. BLAKE,
REGISTRAR.

Registration is for 7 years from the date first above mentioned, and may then be renewed, and also at the expiration of each period of 14 years thereafter.

This certificate is not for use in Legal Proceedings or for obtaining Registration abroad.

NOTE—Upon any change of ownership of this Trade Mark, or change in address, applications should AT ONCE be made to the REGISTRAR to register the change.


15 JAN 1953

Handwritten signature

١٠٦٦٦٠

Certificate of Registration.

— ■ ■ ■ —

Nature of Copyright Trade Mark. 

Country Great Britain.

Number 708,005 *Date* 11.6.52 *Class* 19

Duration 7 years, renewable.

Proprietor Kuwait Oil Company Limited.

Description "FALCON-DEVICE".

Goods Asphalt, pitch and bitumen, and all goods included in Class 19 incorporating any of the aforesaid substances

Taxes due 11th April, 1952, and 14
yearly.

Remarks _____

Edward Evans & Co.,
Consulting Engineers and
Chartered Patent Agents,
Head Office:
27, Chancery Lane, London, W.C.

Ample time should always be allowed for the payment of Taxes.
It is our custom always to give timely notices of the steps to be taken to maintain Registrations in force, but no responsibility is undertaken to issue such notices.

Edward Evans & Co.
B. Sherman

نموذج رقم ٥٣٥ سجل تجاري
شركات تجارية - المركز العام

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ
ادارة المالية
مراقبة السجل التجاري
الكويت

تم قيد في السجل التجاري برقم ٧٢٨٧

طلب قيد في السجل التجاري

- ١ - نوع الشركة ..شركة ذات مسؤولية محدودة.....
- ٢ - عنوان الشركة او اسمها (الاسم التجاري) ..شركة نفط الكويت المحدودة.....
- ٣ - السمة التجارية (ان وجدت) ..
- ٤ - الغرض من تأسيس الشركة ..المبحث عن النفط الخام وانتاجه مع مشتقاته.....
- ٥ - عنوان المركز العام للشركة (١)بيت برقان ١.٥.٥ شارع ويكموور ١١ غرب لندن.....
- ٦ - عناوين الفروع او الوكالات التابعة للشركة (سواء أكانت بالكويت أم بالخارج) (٢)
الاحمدي.....

(١) يوضح رقم المنزل واسم الشارع او المنطقة
(٢) اذا كان المركز العام في الخارج يذكر في بيان خاص عنوان الفرع او الوكالة الرئيسية بالكويت ويبل ذلك بيان عناوين الفروع والوكالات الفرعية ، واذا كان للشركة فروع أو وكالات - بالكويت - يرفق بالطلب كشف موقع عليه من مقدم الطلب باسماء وألقاب مديري الفروع او الوكالات التابعة للمركز العام او الفرع الرئيسي حسب الاحوال .

٧- رأس مال الشركة :

أ- مقدار رأس المال ٥٠٠٠٠٠ خمسون الف جنيه استرليني

ب- المبالغ المؤداة منه ٥٠٠٠٠٠ خمسون الف جنيه استرليني

ج- المبالغ التي تمهد الشركاء بأدائها ... المبلغ مدفوع بكامله

د- مقدار حصة الشركاء الموصين

هـ- قيمة الحصص العينية (ان وجدت)

٧- مكرر - رصيد الفرع او الوكالة المدين للمركز العام (اذا كان المركز العام في الخارج)

٨- تاريخ ابتداء الشركة وتاريخ انتهائها ... ابتداءات الشركة في ٢/٢/١٩٣٤ ولمدة غير محدودة

٩- الشركاء المسئولون بالتضامن في شركات التضامن او التوصية .

الجنسية	محل الميلاد	تاريخ الميلاد	الاسم واللقب

١٠- الشركاء او غيرهم المتوط بهم ادارة الشركة ومن لهم حق التوقيع باسمها وبيان مدى سلطتهم في الادارة والتوقيع :

الجنسية	محل الميلاد	تاريخ الميلاد	الصفة	الاسم واللقب

Handwritten signature
 -Bharamani-

السيد مراقب السجل التجاري

انا الموقع على هذا ادوارد بوردن
المقيم في مدينة لاهاي
بصفتي مديرا عاما للشركة
اطلب بشيبي
بواسطة وكيل

يخبرني
قيد الشركة الموضحة في هذا الطلب في السجل التجاري
واقرا ان جميع البيانات الواردة في الطلب صحيحة ،

توقيع الطالب

تحريراً في ٦ من شهر ١٤ سنة ١٩٢١



بيانات خاصة بمراقبة السجل التجاري

اودع هذا الطلب برقم ^{٣٤٤١} ٩١٤٠ في ٥ من شهر ١٠ سنة ١٩٢٠ الساعة ١١/٠٠
وتم القيد في السجل التجاري برقم ٧٣٨٧ (سبعة الاف وثلاثمائة وستة وثمانون)
وسلمت هذه النسخة ^{٦٥٦} الى المدير العام لمدينة لاهاي
في السادس من شهر ديسمبر سنة ١٩٢٠
تحريراً في السادس من شهر ديسمبر سنة ١٩٢٠

مراقب السجل التجاري




جمهورية الكويت

وزارة المالية والاقتصاد
مراقبة السجل التجاري

رقم السجل التجاري : ٧٢٨٨

٧٣٤٤

الاشارة : م / س ٧ / ٩١٤١ / ٣٤٤٤

شهادة تسجيل شركة تجارية

ان مراقبة السجل التجاري تثبت ان الشركة التجارية المعروفة باسم نشأت كـ
في (كويت) المحررة قد تقيدت بتاريخ الخامس من شهر يونيو ١٩٦٦م
في السجل التجاري في الكويت تحت رقم (٧٢٨٨) وفقا لنصوص المرسوم
الأميري رقم ١ مالية لسنة ١٩٥٩ .

مراقب السجل التجاري

١١/٦



٧١١٤١

نموذج رقم ٥٣٥ سجل تجاري

شركات تجارية - المركز العام

.....

.....

تم قيد في السجل التجاري برقم ٧٤٤٨

٧٤٤٨

جمهورية الكويت

ادارة المالية

مراقبة السجل التجاري

الكويت

طلب قيد في السجل التجاري

١ - نوع الشركة .. شركة ذات مسئولية محدودة

٢ - عنوان الشركة او اسمها (الاسم التجاري) .. بي . بي . كويت .. المدير .. احمد بن محمد .. B.P (K)

٣ - السعة التجارية (ان وجدت)

٤ - الغرض من تأسيس الشركة .. تملك امتياز و انتاج .. وبيع النفط الخام .. ومشتقاته

٥ - عنوان المركز العام للشركة (١) .. بيتانيك هوس .. ساحه فخرى لندن .. بي . بي . (٢)

٦ - عناوين الفروع او الوكالات التابعة للشركة (سواء اكانت بالكويت أم بالخارج) (٢)

(١) يوضح رقم المنزل واسم الشارع والمنطقة

(٢) اذا كان المركز العام في الخارج يذكر في بيان خاص عنوان الفرع او الوكالة الرئيسية بالكويت ويلى ذلك بيان عناوين الفروع والوكالات الفرعية ، واذا كان للشركة فروع او وكالات - بالكويت - يرفق بالطلب كشف موقع عليه من مقدم الطلب باسمه وألقاب مديري الفروع او الوكالات التابعة للمركز العام او الفرع الرئيسي حسب الاحوال .

٧- رأس مال الشركة :

- أ- مقدار رأس المال ٢٥٠.٠٠٠ مائتان وخمسون الف جنيه استرليني
- ب- المبالغ المؤداة من ٢٥٠.٠٠٠ مائتان وخمسون الف جنيه استرليني
- ج- المبالغ التي تعهد الشركاء بأدائها ... المبلغ مدفوع بكامله
- د- مقدار حصة الشركاء الموصين
- هـ- قيمة الحصص العينية (ان وجدت)
- ٧- مكرر - رصيد الفرع او الوكالة المدين للمركز العام (اذا كان المركز العام في الخارج)
- ٨- تاريخ ابتداء الشركة وتاريخ انتهائها - أبتدأت الشركة في ٢٠ / ٢ / ١٩٣٤ ولعمدة غير محدودة

٩- الشركاء المسئولون بالتضامن في شركات التضامن او التوصية .

الاسم واللقب	تاريخ الميلاد	محل الميلاد	الجنسية

١٠- الشركاء او غيرهم المتوط بهم ادارة الشركة ومن لهم حق التوقيع باسمها وبيان مدى سلطتهم في الادارة والتوقيع :

الاسم واللقب	الصفة	تاريخ الميلاد	محل الميلاد	الجنسية

Handwritten signature

١١- اعضاء مجلس الادارة في شركات المساهمة - ووكلاؤهما المدبرون ، وصفة كل منهم ومدى سلطته في الادارة والتوقيع :

الاسم واللقب	الصفة	تاريخ الميلاد	محل الميلاد	الجنسية
موريس ريجارد بريدجمان	عضو مجلس الادارة	سنة ١٩٠٤ م	بريطانيا	بريطاني
جون ميلور باتسون		سنة ١٨٦٩ م	بريطانيا	بريطاني
هارولد ايزنيمست ستو	عضو مجلس الادارة	سنة ١٨٦٧ م	بريطانيا	بريطاني
دونكي اندرسون	عضو مجلس الادارة	سنة ١٨٦٢ م	بريطانيا	بريطاني
بيرس توماس كوكس	عضو مجلس الادارة	سنة ١٩٠٢ م	بريطانيا	بريطاني

١٢- رقم تسجيل العلامات التجارية وبراءات الاختراع والرسوم والتماذج الصناعية المسجلة باسم الشركة ان وجدت .

أ العلامات التجارية

ب- براءات الاختراع

ج- الرسوم والتماذج الصناعية

١٣- مدير الفرع الرئيسي او الوكالة العامة في الكويت (اذا كان المركز العام للشركة في الخارج)

الاسم واللقب	تاريخ الميلاد	محل الميلاد	الجنسية
ليلا نوتي جوردن			
ادوارد بون			

This is a plan of the areas referred to in Clauses 2, 3 and 6 of the Further Supplemental Agreement made at Kuwait on the 17th day of January 1963 corresponding to the 21st day of Shaaban in the year 1382 between His Highness Shaikh Abdulla Al-Salim Al-Subah of the first part and BP (Kuwait) Limited and Gulf Kuwait Company of the second part.

The areas described in the first part of the Schedule to the said Agreement are for the purpose of identification only more particularly delineated hereon and coloured green.

The area described in the second part of the said Schedule is for the purpose of identification only hatched black.

The area described in the third part of the said Schedule is for the purpose of identification only also marked hereon.

The coast line of the State of Kuwait is subject to alteration in consequence of silting and erosion, and references in the said Agreement to the coastline

هذه خرائط للمناطق المشار إليها في البنود ٢ و ٣ و ٦ من الاتفاقية الإضافية الأخرى التي تم عقدها في الكويت في اليوم السابع عشر من شهر شعبان سنة ١٩٦٣ الموافق اليوم السادس والعشرون من شهر صفر سنة ١٣٨٢ للهجرة بين سمو الشيخ عبدالله السالم الصباح كهرق أول وشركة بريتش بتروليم (كويت) المحدودة وشركة جالف كويت كهرق ثان .

المناطق الموصوفة في الجزء الأول من الجدول الملحق بالاتفاقية المذكورة ، محددة بوضوح أكثر من غيرها وملونة باللون الأخضر في هذه الخرائط بقصد الإشارة إليها فقط . والمنطقة الموصوفة في الجزء الثاني من الجدول المذكور مظلمة باللون الأسود للدلالة عليها فقط . والمنطقة الموصوفة في الجزء الثالث من الجدول المذكور معلمة كذلك للدلالة عليها فقط .

أن الخط الساحلي لدولة الكويت عرضة للتغير بسبب الرواسب الطينية والتآكل والتفتت ، وبناءً عليه فإن أية إشارة إلى الخط الساحلي في الاتفاقية المذكورة

عقد

- 2 -

shall be deemed to be ^(C.A.V. de Candole) ~~Coastline as indicated by the~~ references to the ~~firm~~ black line in the aforesaid plan.

الخط ابيض على حتما بينه
ستعتبر اشارة الى الخط الاسود الواضح
على الخريطة المشار اليها املاء .

His Highness
Shaikh Abdulla Al-Salim Al-Subah

صاحب السمو الشيخ عبدالله السالم الصباح

.....

عقد

Witness

شهد لذلك

For BP (Kuwait) Limited

شركة بريتش بتروليم (كويت) المحدودة

.....
M. P. Pitterson

.....
M. P. Pitterson

Witness

.....
M. P. Pitterson

SECRETARY

SECRETARY

For Gulf Kuwait Company

شركة جالف الكويت

.....
Donald P. Simpson
VICE PRESIDENT

.....
Donald P. Simpson
VICE PRESIDENT

Witness

.....
Elston G. Lew
د بذلك

Insertion above initialled by C.A.V. de Candole on behalf of BP (Kuwait) Limited and Gulf Kuwait

Handwritten signature

Kuwait Oil Company Limited شركة نفط الكويت المحدودة

AHMADE - 22. . . . KUWAIT

CABLE ADDRESS KUOCO KUWAIT

TELEX NO. "KUOCO 4211 KWT"

REGISTER OF COMMERCE NO. 7387

OUR REF:



الإحصائي ٢٢ الكويت

العنوان البرقي : كيوكو كويت

تيلكس رقم " كيوكو ٤٢١١ كويت "

تجد السجل التجاري ٧٣٨٧

إشارتنا :

19th November, 1974.

١٩ نوفمبر ١٩٧٤

The Manager,
Bank of Kuwait & the Middle East,
KUWAIT.

السيد المدير المحترم
بنك الكويت والشرق الاوسط
الكويت

Dear Sir,

تحية وبعد ،

The under-signed are the founder members of a new company to be incorporated under the law of Kuwait. The name of the company will be Kuwait Oil Company, K.S.C.,

نفيدكم ان الموقعين ادناه هم الاعضاؤ
المؤسسين لشركة جديدة سيجرى تأسيسها بموجب
قوانين الكويت . وسيكون اسم تلك الشركة " شركة
نفط الكويت (ش.م.ك) " .

We should be pleased if you would arrange for a Subscription Account to be opened in respect of such company, and advise us of such account and the number thereof.

نرجوا ان نتخذوا الترتيبات اللازمة
لفتح حساب ائتمان بشأن تلك الشركة وابلاننا
بذلك مع ذكر رقم الحساب .

وتفضلوا بقبول فائق الاحترام .

Yours sincerely,

الخلص

for the Government of Kuwait

عن حكومة الكويت

for K.P. (Kuwait) Limited

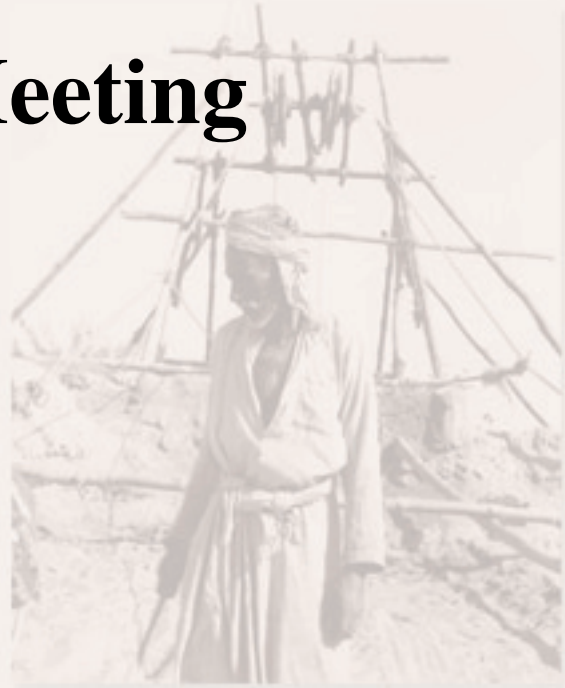
عن شركة ك.بي (كويت) المحدودة

for Gulf Kuwait Company

عن شركة غالف كويت

محاضر الاجتماعات

Minutes of Meeting



There was laid on the Table Nomination of Directors signed by the Gulf Exploration Company as the holders of all the "B" Shares, as follows:-

KUWAIT OIL COMPANY LIMITED.

We, the undersigned, being the holders of the whole of the "B" Shares in the capital of the above named Company, hereby pursuant to Article 64 of the Articles of Association appoint the following three persons to be Directors of the Company:

GUY STEVENS, of 17 Battery Place, New York City, U.S.A.

HARRY GEORGE DAVIS, of 18 Abbey Lodge, Hanover Gate, Regents Park, London, N. W. 8.

BERT PERSING NEWTON, of 33 Avenue Jan Van Ryswyck, Antwerp, Belgium.

Dated *February 5th* 1934.

For
Gulf Exploration Company.
Guy Stevens
duly authorized
in this behalf.

Mr. Stevens proposed that Mr. Fraser be appointed Chairman of the Board. This was carried nem con.

It was resolved:-

1. That Barclays Bank Limited be appointed the Bankers of the Company and that they be and are hereby authorised to honor and comply with all Cheques Drafts Bills Promissory Notes Acceptances negotiable instruments and orders expressed to be drawn accepted made or given on behalf of this Company at any time or times whether the banking account or accounts of this Company are overdrawn by any payment of or in relation thereto or are in credit or otherwise provided they are signed by any one Director and countersigned by the Secretary for the time being.
2. That the Bank be and they are hereby authorised to treat all Bills Promissory Notes and Acceptances as being endorsed on behalf of the Company and to discount or otherwise deal with the same provided they purport to be signed by any one Director or the Secretary for the time being.

There was laid on the Table Power of Attorney in favour of Archibald Hugh Tennent Christolm and Frank Holmes, appointing them to be the Attorneys of the Company for the purpose of endeavouring to obtain a concession in Kuwait. The same was read considered and approved, and ordered to be sealed, and the seal was accordingly affixed thereto in the presence of Mr. Fraser the Chairman, and Mr. Cookson the Secretary pro tem. and Mr. Tenn, Notary.

It was resolved that the Secretary should order the necessary Share Certificates and that as soon as these were ready, a certificate for the whole of the "A" Shares should be issued to the Anglo-Persian Oil Company Limited, and a certificate for the whole of the "B" Shares should be issued


Archibald Tennent

Second Meeting

*Meeting of Directors
held, at Britannic House, Finsbury Circus, London,
E. C. 2, on Monday, the 5th February, 1934, at 3-15 p.m.*

Present: *Mr. William Fraser, C.B.E. }
Mr. Guy Stevens } Directors.
Major Harry George Davis.*

In attendance: *Mr. Harold G. Brown
Mr. Montagu Pesse
Mr. J. Cookson, Secretary pro tem.*

*There was laid upon the Table Nominations of Directors
signed by the Anglo-Persian Oil Company Limited, as the
holders of all the "A" Shares, as follows:*

A211.

Anglo-Persian Oil Company, Limited.

Telegrams
Inland: Anglopers, Phone, London.
Foreign: Anglopers, London.
Telephone
National 1212.



Your Reference
Our Reference
JC.

Britannic House,
Finsbury Circus,
London, E.C. 2.
5th February, 1934.

The Secretary,
Kuwait Oil Company, Limited.

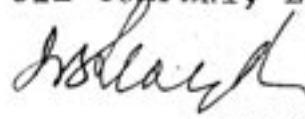
Harold G. Brown
Secretary

Dear Sir,

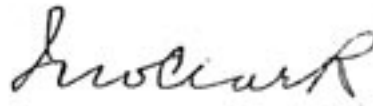
WE, Anglo-Persian Oil Company Limited, as holders of the "A" shares in the Kuwait Oil Company Limited hereby appoint Mr. William Fraser, C.B.E. to be a Director of Kuwait Oil Company Limited.

Yours faithfully,

For ANGLO-PERSIAN OIL COMPANY, LIMITED.



DIRECTOR.



SECRETARY.



Oil Company Limited, and that 24,999 "B" Shares numbered B 2 to B. 25,000 inclusive be and the same are hereby allotted to the Gulf Exploration Company.

The said shares having been allotted, Mr. Pesse and Mr. Brown, pursuant to Article 64 of the Articles of Association, retired as Directors and instructed the Secretary to write up the Minutes and then to send copies of the Minutes to the Anglo-Persian Oil Company Limited and the Gulf Exploration Company with a request that they would now, pursuant to Article 64, nominate Directors of the Company.


Chairman.

*Minutes of First Meeting of Directors
held at Britannic House, Finsbury Circus, London, E.C.2, on
Monday, the 5th day of February, 1934.*

Present: Mr. Montagu Piesse. } Directors.
Mr. Harold G. Brown. }

In attendance as Secretary pro tem:
Mr. J. Cookson.

Mr. Brown reported that the Company had been registered, and laid on the Table the Certificate of Incorporation, together with a Print of the Memorandum and Articles of Association.

It was resolved that Mr. J. Cookson be and he is hereby appointed Secretary Pro Tem.

Pursuant to Article 64, Mr. Piesse and Mr. Brown, being the subscribers to the Memorandum of Association, were entitled to act as Directors for the purpose of allotting the original Share Capital.

There were laid on the Table the following documents

- (1) Application by the Anglo-Persian Oil Company Limited for 24,999 "A" Shares of £1 each, together with cheque for £1,250 being 5% on such shares and 5% on the 1 "A" Share subscribed by Mr. Brown.
- (2) Application by the Gulf Exploration Company for 24,999 "B" Shares of £1 each, together with cheque for £1,250 being 5% on such shares and 5% on the 1 "B" Share subscribed by Mr. Piesse.
- (3) Consent signed by Mr. Brown as the holder of the 1 "A" Share, the only "A" Share at present subscribed, to the transfer of the 1 "B" Share subscribed for by Mr. Piesse to the Gulf Exploration Company.
- (4) Consent signed by Mr. Piesse as the holder of the 1 "B"

Harold G. Brown
Chairman

Share, the only "B" Share at present subscribed, to the transfer of the 1 "A" Share subscribed for by Mr. Brown to the Anglo-Persian Oil Company Limited.

(5) Transfer by Mr. Brown to the Anglo-Persian Oil Company Limited of the 1 "A" Share subscribed for by him.

(6) Transfer by Mr. Pesse to the Gulf Exploration Company of the 1 "B" Share subscribed for by him.

It was resolved:

1. That the Registered Office of the Company be, situate at the Offices of Messrs. Thomson McKimlock & Co., 71 Queen Street, London, E. C. 4.
2. That the design for the Common Seal, an impression whereof is affixed in the margin hereof, be and the same is hereby adopted as the Seal of the Company, and that the keys be dealt with as follows. One key of one lock to be kept by the Chairman and one key of the other lock by the Secretary of the Company, and that the spare key of each of the locks be deposited in a sealed envelope at the Company's Bankers.
3. That the "A" Shares be numbered A.1 to A.25,000 inclusive and that the "B" Shares be numbered B.1 to B.25,000 inclusive.
4. That the 1 "A" Share subscribed for by Mr. Brown be numbered A.1, and that the 1 "B" Share subscribed for by Mr. Pesse be numbered B.1, and that such shares be allotted to them.
5. That the transfers by Mr. Brown to the Anglo-Persian Oil Company Limited, and by Mr. Pesse to the Gulf Exploration Company of the shares subscribed for by them be and the same are hereby approved, and the Secretary was instructed to register the same.
6. That, pursuant to the applications above referred to, 24,999 "A" Shares numbered A.2 to A.25,000 inclusive be and the same are hereby allotted to the Anglo-Persian

to the Gulf Exploration Company, and that the Seal of the Company be affixed to such Certificates accordingly.

It was resolved that Messrs Thomson McLintock & Co of 71, Queen Street, E.C.4 be and they are hereby appointed the first Auditors of the Company.

A. F. F. F.
Chairman.



Harold M. M.
Chairman

KUWAIT OIL COMPANY LIMITED

Minutes of 70th Meeting of Directors held at No. 1
Gt. Cumberland Place, London, W.1, on
Wednesday, 20th March, 1957, at 10 a.m.

PRESENT: Mr. C.W. Hamilton (in the Chair)
Mr. J.M. Pattinson
Mr. D.M.S. Langworthy
Mr. E.S. Bleecker
Mr. D.E.C. Steel
Mr. M.H. Lawson
Mr. J.M. Cooper (Assistant Managing Director)

ATTEND-
ANCE: Mr. D.A. Campbell (Secretary)

MINUTES The Minutes of the 69th Meeting of Directors held on 20th February, 1957, were adopted and signed.

FINANCE The Assistant Managing Director reported on the statement submitted to the Meeting showing expenditure for February and estimated expenditure for March.

Operating expenditure for February amounting to £2,346,333 was £137,057 under the estimate, accounted for by delay in delivery of equipment by the Motherwell Bridge Engineering Company and an over-estimate in the amount to be paid to Gulf for supplies from the U.S.A. Offsetting these under-expenditures was a slight over-expenditure on London Office expenditure due largely to withdrawals by personnel on leave.

The Assistant Managing Director explained that the calls on the Owners for payments on account of capital expenditure were mainly due to the payments on account of the Refinery Expansion Project.

CAPITAL
EXPENDI-
TURE The Board approved expenditure on behalf of BP and Gulf in the sum of £204,000 in accordance with Schedule 'B' submitted to the Meeting.

MANAGING
DIRECTOR'S
REPORT The Assistant Managing Director reported that from 216 wells connected to production there was produced an average of 994,449 bbls/day in the month of February.

Crude exports for February amounted to 984,511 bbls/day.

Indicated exports for March were considerably lower than February, the figures so far advised being :-

D.A.C.

Harold M. ...
Secretary

Gulf	92 ships	average 515,800 bbls/day
BP (Kuwait)	65 "	329,000 " "
	<u>157</u> "	<u>844,800</u> " "

It was reported that the Refinery was shut down for overhaul on the 9th March, as a result of which the average throughput will be approximately 22,000 bbls/day in that month. It had been anticipated that the Refinery would be shut down for 12 days for the major annual overhaul but, in fact, the Refinery was back in stream after 8 days.

Imports of bunkers (Diesel and Furnace) in February amounted to 1,085,446 bbls. and would probably be greater in March because of the Refinery shut-down.

During February four wells were completed - BG.163, BG.165, BG.166 and AH.21. Four water wells were completed - Nos. 61 and 62 in Burgan, 60 at Raudhatain and 63 at Abduliyah. Well Sabriya No. 1 had reached a depth of 9,373' by 17th March. 7" casing had been cemented below the oil/water contact in the Burgan sand and the well was drilling ahead to test the Zubair formation. The third Zubair sand was found by cores to be water-bearing. The programme for the well, agreed with the Geological Departments of both Owners, was to drill into the fourth Zubair sand and if that was found to be water-bearing, the hole would be plugged back to the 7" casing and the rig moved to Mutriba.

KUWAIT
REFINERY
EXPANSION
PROJECT:

Progress on the Refinery Extension was normal, although there was some concern over the late shipment date of the generators.

Badgers had completed all their engineering and procurement work and Bechtel's engineering and procurement were in the final stages.

Of a total of 36,000 tons of material, 25,000 have been shipped to site.

The Assistant Managing Director reported that there was difficulty with the cement asbestos pipe which was being installed in connection with the project and complete investigation was being made into these difficulties. Some pipe had been damaged during shipping, but it appeared that the contractors had not shown due diligence in laying and testing the line.

A decision had been made to use asbestos cement pipe because of the corrosion that had been experienced with the 44" cast iron pipe installed for the original topping plant. Investigations on this line showed that corrosion was such that the pipe would only last approximately three more years.

Tank construction had been started and the lower rings of the distillation unit towers were now in position ready to weld.

Wassil Ahmed
-Bahrain-

GENERAL

The Assistant Managing Director reported that the Ruler had returned to Kuwait on the 28th February; Shaikh Abdulla Mubarak on the 2nd March, and Shaikh Abdulla Jabir about the 10th of March.

Reports from the Managing Director, who had arrived in Kuwait on the 6th March, indicated that conditions in Kuwait were near normal.

The Assistant Managing Director reported on two communications received from Mr. Kemp, the Shaikh's London Representative. The first asked that as early as possible in each month he be advised of the production for the past month, the estimate of the production for the current month, and our "forecast of production for as long ahead as it can be estimated". The production for February was given to him together with the shipping programme for March. These two monthly figures will be advised to him monthly as a routine report. He was informed that we could not provide forecasts further ahead than the current month.

The second communication dealt with the Company's proposal to provide higher education for Kuwaiti students in the U.K. Mr. Kemp wrote that His Highness had advised him that he wanted no strings attached to the Company's contribution towards higher education and does not want to accept the system of controls adopted by Iraq Petroleum Company for the education of Iraqi students.

Mr. Kemp had been informed that his communication would be dealt with on the return of the Managing Director, who would probably be discussing it with His Highness before his return.

The Assistant Managing Director advised the Board that Mr. Kemp's transmittal of the scheme was not in accordance with the arrangement agreed with Mr. Kemp when the scheme was discussed. A meeting had been held to find out what Mr. Kemp's reaction to the scheme would be before it was submitted to the Ruler, but it appeared that the Company's proposals had been submitted to the Ruler by his Representative in London.

The Board was informed that the Ruler had appointed a Supreme Council in Kuwait which was composed of various members of the Subah family, Presidents of the various Departments in the State. Mr. Hamilton requested a memorandum setting out the various similar Committees which have been appointed by the present Ruler.

Mr. Hamilton referred to a letter sent to the Owners on the 8th March giving details of a child allowance plan which had been adopted by the Company. He stated that he had no fault to find with the plan but requested that, in future, policy matters of this kind should be referred to the Owners prior to adoption, as it was advisable that such schemes be kept in line with schemes in other areas of the Owners activities.

Mr. Pattinson referred to the fact that

Kuwait Oil Company Limited

Minutes of 95th Meeting of Directors held at Burgan House, 105 Wigmore Street, London, W.1, on Wednesday, 15th June, 1960, at 11.30 a.m.

PRESENT: Mr. T.D. Lumpkin (in the Chair)
Col. F.T. Davies
Mr. A.R. Martin (Alternate Director)
The Hon. M.R. Bridgeman
Mr. M.H. Lawson (Alternate Director)
Mr. G.G. Stockwell (Alternate Director)
The Hon. W. Fraser (Managing Director)
Mr. J.M. Cooper (Assistant Managing Director)

IN ATTENDANCE: Sir Philip Southwell
Mr. D.A. Campbell (Secretary)

MINUTES The Minutes of the 94th Meeting of Directors held on 16th March, 1960, were adopted and signed.

CHAIRMAN It was proposed by Mr. Bridgeman, seconded by Mr. Lawson and carried unanimously that Mr. Lumpkin be Chairman of the Company for the current year.

CAPITAL EXPENDITURE The Managing Director reported that since the last Board Meeting in March, BP (Kuwait) Limited and Gulf Kuwait Company had given approval to capital expenditure on their behalfs amounting to £3,547,300, the main item being £3,350,000 for the L.P.G. scheme. It was also reported that in April BP (Kuwait) Limited and Gulf Kuwait Company had been informed that in respect of capital expenditure sanctioned for 1959 there had been under-expenditure of £1,473,347.

KUWAITI DIRECTORS The Managing Director reported to the Board that he had discussed with Mr. Kemp the alterations of the Articles to permit the appointment of Kuwait Government Directors and that to meet the requests of Mr. Kemp it was proposed to have an Executive Committee which would meet prior to Board Meetings to discuss points which would be brought up at the Board. He had made it clear to Mr. Kemp that the final decision on any matters discussed would be for the Board only.

MANAGING DIRECTOR'S REPORT The Managing Director reported on the affairs of the Company in Kuwait.

He also reported that the Annual Report for the year 1959 had been passed to His Highness The Ruler. Copies of the Report would be forwarded to both companies.

Magwa Hospital was handed over to the Health Department of the State and it was understood that it would become a TB hospital.

Handwritten signature

Bridgeman

The Directors were informed that following the move of other oil companies, a cost of living increase would be made in the salaries of the London Office staff.

Production. It was reported that estimating production for the remainder of June, the average production for the first six months of the year would be 1,550,000 bbls/day, an increase of 10.9% as compared with the same period in 1959.

Crude exports were up by 10.8% as compared with the previous year and the throughput of the Refinery up 30.7%.

The Managing Director referred to increases in production forecasts for the next three years in accordance with the Owing Companies requirements. The matter was discussed and it was felt that an economic study should be made of the various areas in Kuwait from which production could be drawn.

The Managing Director also reported on the cost of production.

COMPANY
SEAL

It was reported that the Company Seal had been affixed to :-

- (a) A Bill of Sale in respect of the tug "HALIF";
- (b) A proxy for the Annual General Meeting of Kuwait Oil Company Trustees Limited, witnessed by the Assistant Managing Director and the Company Secretary; and
- (c) A proxy for the Annual General Meeting of Borgan Pension Fund Trustees Limited, witnessed by the Assistant Managing Director and the Company Secretary.

ELECTED
DIRECTORS,
ADVISORY
DIRECTOR.

Letters from BP (Kuwait) Limited and Gulf Kuwait Company were tabled appointing Messrs. Fraser and Cooper Elected Directors and advising that they would continue as Managing and Assistant Managing Director respectively, and appointing Sir Philip Southwell an "Advisory" Director.

It was reported that the Company's senior geologist had died in Kuwait. In expressing their sympathy the Directors resolved that a suitable letter be sent to Mrs. Becker conveying their condolences on the loss of her husband.

James Fraser

Harold Thomas
-Bahrain-

Resolution in writing dated 27th July, 1960,
passed in accordance with Article 87 of the
Company's Articles of Association.

IT IS RESOLVED that when Government Directors have been appointed to the Board of the Company a Committee will be constituted to be known as the "Executive Committee" and to consist of :

The Managing Director or the Assistant
Managing Director
One A Director
One B Director
One Government Director

Such Committee shall consider and make recommendations to the Board upon all matters to be brought before the Board. This Committee shall meet shortly before the due date of every Board Meeting alternately in London and in Kuwait except where the circumstances may require otherwise. The quorum for such Committee shall be two.

The Agenda of every meeting of such Committee shall, so far as possible, be circulated to each of the Members of the Committee not less than 10 days before the date of each meeting.

IT IS FURTHER RESOLVED that the Board shall not vote upon any matter until the same shall have been considered by the Executive Committee.

P. F. / 52. A. Director
Edward. ... B. Director
W. A. ... Elected Director

Wassaf ...
Wassaf ...

Kuwait Oil Company Limited

Minutes of 96th Meeting of Directors held at Burgan House, 105 Wigmore Street, London, W.1, on Wednesday, 21st September, 1960, at 11.30 a.m.

PRESENT:

Mr. T.D. Lumpkin (in the Chair)
 Mr. M.K. Adasani
 The Hon. M.R. Bridgeman
 Mr. J.M. Cooper
 Col. F.T. Davies
 The Hon. W. Fraser
 Mr. F. Mazidi
 Mr. A.R. Martin
 Sir Philip Southwell
 Mr. G.G. Stockwell

IN ATTEND-
ANCE:

Mr. D.A. Campbell

The Chairman expressed the pleasure of the Directors representing BP (Kuwait) Limited and Gulf Kuwait Company at having Messrs. Mazidi and Adasani present and welcomed them to their first Board Meeting.

MINUTES

The Minutes of the 95th Meeting of Directors held on 15th June, 1960, were read, confirmed and signed.

Mr. Fraser informed the meeting that the first Meeting of the Executive Committee, formed in accordance with a resolution passed on the 27th July, had been held on the 15th and 16th September. Nothing arising out of the meeting needed decision by the Board. The business of that meeting was a general discussion on the Company's affairs and operations.

CAPITAL
EXPENDI-
TURE

It was reported that since the last Board Meeting in June, BP (Kuwait) Limited and Gulf Kuwait Company had given approval to capital expenditure on their behalfs amounting to £1,116,000. The principal items comprised £100,000 for housing, £410,000 for oil facilities, of which the main item was the transit line between the North and South Tank Farms, and £426,000 for services; in this figure the main item was the cost of a new brackish water line.

MANAGING
DIRECTOR'S
REPORT

The Managing Director reported on the Company's activities in Kuwait. Although the summer had been very bad, dusty and latterly humid, the health of the Company personnel had remained very good.

He informed the Board that the new Kuwait Government State Oil Office had been opened in Ahmadi. The Chairman invited the Government Directors to speak on the new set-up and Mr. Mazidi explained that the new Oil Affairs Office, previously the Finance Department Office in Kuwait, had been split. The Kuwait Office would deal with policy making through an Economics

/ ...

Department. The Ahmadi Office would have three Departments, a Technical Department (a new department of the Oil Affairs Office) which would be under the control of Mr. Adasani, an Inspection Department under Ibrahim Mulla and a Relations Department under Abdul Karim Shawa. Mr. Adasani intimated that in time the Technical Department would have various sections dealing with production, geology, reservoirs, etc.

Production. It was reported that up to 31st August production of Crude Oil averaged 1.6 million bbls/day, an increase of 14% on the same period in 1959. Crude oil exports at approx. 1.4 million bbls/day were 13% up and the refinery running at 180,000 bbls/day showed an increase of 25%.

Exports for the first 18 days of September averaged 1.75 million bbls/day. The Company now expected exports for 1960 to reach 79 million tons minimum, an increase of 14% on 1959. According to the latest figures supplied by BP (Kuwait) Ltd. and Gulf Kuwait, estimates for 1961 were 75 million tons.

Detailed information was then given on drilling and drilling costs, local distribution, etc.

The Managing Director referred to the value of purchases made in Kuwait, which indicated that about half of the Company's purchases were now being supplied by Kuwaiti merchants and that this figure was increasing.

The Board was informed that the rundown of personnel in Kuwait was proceeding in accordance with estimates with the exception of payroll employees. The rundown there was slower than planned as less work was being contracted out in order to avoid making K.O.C. personnel redundant.

The Managing Director intimated that he proposed trying to make an arrangement with the State Education Department to obtain good students to train to fill up the wastage of senior staff. In 1959 12 students had been obtained from the Technical School, but 4 of these had left the Company to further their education in Cairo. One of the main problems of the Company was to obtain and recruit Kuwaiti subjects with university degrees. Of the graduates employed of Kuwaiti nationality three had left the Company in August.

The revenue and capital expenditure estimates for 1960 were discussed and the Managing Director explained the differences between these and the expenditure estimate for 1961. The revenue costs were discussed in detail with particular reference to drilling and the cost of production.

BANKING

IT WAS RESOLVED THAT the Company's Bankers, Barclays Bank Limited, be authorised to accept the signatures of Philip John Robin Kent, Norman Stuart Wheelwright, Stafford Reginald Coldwell, for all purposes covered by the Resolution relating to Bank Accounts passed at the Meeting of Directors held on the 16th April, 1952.

W. Davis

Harold M...
Chairman

شركة البترول الوطنية الكويتية

شركة مساهمة كويتية

حضرة المساهم الانسة بدور السيد عبد الرحمن الرفاعي المعضرة / السيد عبد الرحمن الرفاعي /
بعد التحية ،
سوق التجار / الكويت

يسر مؤسس شركة البترول الوطنية الكويتية (شركة مساهمة كويتية) أن يوجه الى حضرتكم الدعوة لحضور
اجتماع الجمعية التأسيسية الذي سيتم عقده في الساعة الرابعة بعد ظهر يوم الخميس المصادف ٢٢/١٢/١٩٦٠
في قاعة المدرسة المباركية . وذلك تنفيذاً للمواد ٨٨ - ٩٠ من قانون الشركات التجارية رقم ١٥ لسنة ١٩٦٠
أما جدول الاعمال للاجتماع المذكور فهو كما يلي :

- ١ - سماع تقرير المؤسس عن تأسيس الشركة .
 - ٢ - انتخاب مجلس الادارة الاول وفقاً للمواد ١٣ الى ١٥ من النظام الاساسي للشركة والمواد ١٣٩
و ١٤٠ و ١٤١ من قانون الشركات .
 - ٣ - تعيين مراقب او مراقبي الحسابات الاولين للسنة المالية التي تنتهي في ٣١/١٢/١٩٦١ .
 - ٤ - اعلان تأسيس الشركة نهائياً .
- هذا ، واذا تعذر حضوركم فيمكنكم ان توكّلوا أحد المساهمين في الشركة في الحضور والتصويت نيابة
عنكم وذلك على استشارة الوكالة مجاناً .

وتفضلوا بقبول فائق الاحترام

الكويت في ١٠ / ١٢ / ١٩٦٠

المؤسس

جابر احمد الصباح

عدد الاسهم التي يمتلكها العضو (..... ٢٤)

لا يجوز توكيل شخص غير مساهم في الشركة وذلك تنفيذاً لاحكام المادة ٣٨ من النظام الاساسي عدا الاستثناء الوارد في الفقرة

الثالثة منها .



لأنه يدور السيد عبد الرزاق الرنايعي المسمى
 بواسطة السيد عبد الرزاق الرنايعي
 سون التبار - الكويت

٧١٧

٧٣٥٧



عبد السيد صلاح خالد الجسبيح

Handwritten signature

KUWAIT OIL COMPANY LIMITEDMINUTES OF THE 103rd MEETING OF DIRECTORS

Held at Burgan House, 105 Wigmore
Street, London W.1., on Wednesday
20th June, 1962, at 9.30 a.m.

PRESENT

Mr. T.D. Lumpkin (in the Chair)
Mr. M. Adasani
Mr. P.T. Cox
Colonel F.T. Davies
Mr. A.R. Martin
Mr. E.C. Masterson
Mr. F. Mazidi
Mr. D.E.C. Steel
Mr. G.G. Stockwell
Sir Philip Southwell

IN ATTENDANCE

Mr. D.A. Campbell

On a motion proposed by Mr. Stockwell, seconded by Mr. Cox, Mr. Lumpkin was appointed Chairman for the year 1962/1963.

MINUTES

The Minutes of the 102nd Meeting of Directors held on 21st March, 1962, were adopted and signed.

MATTERS
ARISING

The Secretary informed the Board that Mr. Fraser having advised his resignation as being effective 1st May, 1962, Mr. D.E.C. Steel became an Elected Director and Managing Director of the Company with effect from that date. Mr. Steel thanked the Directors for the confidence placed in him.

CAPITAL
EXPENDITURE

It was reported that Capital Expenditure in the sum of £1,771,000 had been approved by BP (Kuwait) Limited and Gulf Kuwait Company for construction work on their behalf since the last Board Meeting. The main item in the sum was an item of £1,380,000 to cover the cost of increasing the throughput of the Refinery.

MANAGING
DIRECTOR'S
REPORT

The Managing Director reported on the negotiations which had been completed with the Government of Kuwait on the subject of relinquishment. Although the matter affected the Owners as Concession holders, he requested that the Minutes record that there had been a very pleasant and happy spirit evinced by both sides in the negotiations. The settlement had been a happy one and he felt that those responsible were to be congratulated.

The "Oil and Gas Journal" had printed a map, which had not been obtained from Kuwait Oil Company, showing the area of the Concession given up, which was incorrect. Mr. Mazidi intimated that he was not aware of how this map had been obtained but that he had issued an official map. The correct one had now been printed in "Oil International".

The Managing Director reported that the Owners were drafting a formal amendment to the Concession for submission to the Government, and the Company proposed to make a survey of the ground and place markers which would show the division of the areas of Kuwait between the Concession remaining to the Owners and that relinquished. The Government would be approached and asked to appoint a representative to accompany a survey team and to put a Government insignia on the markers which would be erected. It was expected that the team would start work on the ground about 1st September if the Government approved.

Colonel Davies suggested that consideration should be given in the interest of public relations to make it known and to use the fact in the future that the Company and the Government had such very happy relationships. Mr. Mazidi said this was a point that had been well taken by the State and would be borne in mind.

PRODUCTION

The Managing Director reported that for the first five months of the year average receipts into the Ahmadi tank farm were 1,737,140 bbls/day, which was nearly 4% up on the 1961 equivalent. For the first fifteen days of June, in good weather and without any hold-ups, the export loading rate had been just under 2,000,000 bbls/day.

DRILLING

The Managing Director referred to drilling at Umm Gudair and reported on the latest position.

Medina Island. The Directors were informed that the Company was seriously concerned about the state of the island. We had recently been informed by the contractors that the island was ready to take the rig, but a report just received stated that on 10th/12th June part of the island had collapsed for the third time owing to heavy seas. A meeting had been held with Pomeroy's representative, their senior vice president, who is visiting Kuwait accompanied by a Company civil engineer, and on his return a decision would be taken as to what work had to be carried out to safeguard the rig. The non-completion of the island meant a hold-up in the drilling programme.

Arrangements were being put in hand for a geophysical survey to be carried out in an area south of Bubiyan Island to define a structure there, following which other work would be carried out south-west of Failakha Island.

A drilling barge had been obtained through the I.D.C. and left America on the 14th June for Kuwait, where it was expected to arrive about 22nd September. It was hoped to spud a well in a selected position south of Bubiyan Island about mid-October. The Board were informed that the cost of the round trip of this Delta barge alone excluding manning costs whilst there would be about £350,000.

The future drilling programme was currently being reappraised in the light of the recent relinquishment agreement.

W. A. P. M.
W. A. P. M.

REFINING

At the request of the Owners, tests had been carried out on the Refinery plant and the throughput for June had been increased from 190,000 bbls/day to 212,000 bbls/day. It was expected that this figure might drop to 202,000 bbls/day when the sea-water temperature rose during peak summer heat.

Design work and procurement of materials for the expansion to the Refinery were going satisfactorily.

The Managing Director reported on the L.P.G. plant and explained the difficulties that had occurred and steps being taken to rectify the Thomassen compressors.

He reported that the 4th Berth on the North Pier would be ready by December.

PERSONNEL

The Board were informed that Mr. Hugh Scott assumed the duties of General Manager in Kuwait on 1st April and that Mr. J.M. Dougary had taken over as Deputy General Manager. Mr. E. Boaden, previous General Manager, had returned to London to be General Manager (Operations) in the London Office. Mr. R.B. Godfrey had returned also to London and assumed the duties of A.G.M. (Personnel). Mr. A.H. Knowles had been appointed to that position in Kuwait, but during his leave this summer Mr. Anderson, who had been on Budget work for the past three weeks, would stand in in his place.

TRAINING

The Board were informed that the new Training Centre was completed at the end of April and occupied during May. All training activities were now concentrated in one place and should improve matters.

The Managing Director informed the meeting that despite the satisfactory position of Arab employment in the Company, as compared with other countries, he was still far from satisfied and that it would be necessary to devote much more time to training Kuwaitis for senior positions in the Company. Consideration was to be given to giving talks to pupils in the secondary schools to promote interest in the Company and its activities, and to persuade students to take a long term view of matters and train for work with the Company.

The Managing Director reported with regret the death by accident of one of the senior Arabs, Saba Muhiddine, who had been head of the Printing and Publishing Department. He joined the Company in 1957.

GOVERNMENT
RELATIONS AND
APPOINTMENTS

The Managing Director referred to the first National Day which had been celebrated in Kuwait on the 19th June. This date had been declared a holiday in Kuwait. He referred to a report that the new constitution for Kuwait would be published on National Day, but Mr. Adasani informed the meeting that the constitution had not been completed.

Reference was made to the appointment of an ex-Company employee, Khalid Jaffar, as Ambassador to the Lebanon.

In reply to a question concerning the reported agreement to a new boundary between Kuwait and the Neutral Zone, Mr. Mazidi stated that the report was incorrect and that agreement had not yet been reached.

FINANCE

The Managing Director referred to Statements 'A' and 'B' and pointed out that because of the trouble with the Medina island expenditure on drilling was not being spread evenly over the year. So far as capital expenditure was concerned, only 28% of anticipated expenditure had been incurred in the first five months of the year, but expenditure on the Refinery Extension would bring this figure nearer to average towards the end of the year.

Statement 'B'. The cost of L.P.G. was higher than estimated because of the cost of rectifying the abnormal troubles experienced.

The cost of crude oil exported was 4/2.035d. compared with the estimated 4/6.212d., this being the result of drilling expenditure, for reasons already mentioned, being behind that anticipated.

EASTERN SERVICE
BENEFITS

The Managing Director reported that the Company had decided with the approval of the Owners to fund the Eastern Service Benefit scheme and that at a later meeting the Directors would be asked to approve the Company Seal being affixed to a Trust Deed.

PENSION FUND
TRUSTEE COMPANIES

As Mr. Fraser had resigned from the Trustee Companies the Directors unanimously approved the appointment of Mr. D.E.C. Steel as a Director of the Trustee Companies.

AUDIT FEES

The Directors approved the payment of audit fees and expenses for the year 1960 in the sum of £16,407.

Shamir D. Gumbi

KUWAIT OIL COMPANY LIMITEDMINUTES OF THE 113TH MEETING OF DIRECTORS

Held at Burgan House, 105 Wigmore Street,
London, W.1. on Wednesday, 9th December, 1964
at 11.00 a.m.

PRESENT

Mr. G. O. Relf (in the Chair)
Mr. M. K. al-Adasani - part time
Mr. M. H. Lawson
Mr. A. R. Martin
Mr. F. M. Mazidi
Mr. J. M. Pattinson - part time
Mr. H. L. Scott
Mr. D. E. C. Steel
Mr. H. S. Stephens

ABSENT

Mr. H. L. Coxon

MINUTES

The Minutes of the 112th Meeting of Directors held on 16th September, 1964, were adopted and signed.

CAPITAL
EXPENDITURE

Mr. Steel reported that since the date of the last meeting the Owners had approved capital expenditure in the sum of £4,816,000, the main item being Stage III of the Expansion of L.P.G. Production Facilities. Reductions in amounts already sanctioned amounting to £161,000 have also been approved. The largest item was the reduction of £95,000 in the cost of the low pressure gas collection system for the supply of gas to Shuaiba.

MANAGING
DIRECTOR'S
REPORTStatistics

Receipts of Crude Oil into Ahmadi storage for the eleven months to the end of November averaged 2,118,000 b.p.d., an increase of about 10% compared with the same period in 1963. It is anticipated that by the 15th December production will have reached 100,000,000 tons and the total for the year will be of the order of 105,000,000 tons.

Exports for the eleven months averaged 1,903,000 b.p.d., an increase of about 10% on the same period in the previous year.

Input to the refinery to 30th November averaged 217,000 b.p.d. which is a 10% increase on the same period of 1963.

Returns to Reservoir show a marked decrease of 45% as compared with 1963, a total of 350,000 tons being returned to the reservoir as compared with 637,000 for the same period of 1963.

Deliveries of products to the State at 287,000 tons to the end of November 1964 are 2% up on 1963.

The production of L.P.G. at 227,000 tons shows an increase of 76% over the same period in 1963.

Drilling

A map showing the current drilling locations was tabled and reviewed.

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The National 130 rig is engaged on drilling wells at Raudhatain in connection with the gas injection project. Well RA.27 was completed in the Upper Zubair and Ratawi Shale formations which are new producing horizons for this field. Well RA.34 was drilled to the base of the Zubair formation and completed in the Upper Member. This well was drilled in 47 days as compared with the average of 70 for this type of well.

The I.D.C. National 808 rig completed well SA.13 at Sabriyah and the well was tested in the Lower Zubair and Upper Ratawi intervals which were of interest in the crestal well SA.8. The tests carried out on these wells, together with RA.34 proved that whilst the thin sands tested were correlatable in position and pressure, the individual fluid contents suggested a number of small, separate reservoirs.

The wildcat well Liyah 1 is now below 11,000 feet and as yet no oil has been found. On the 24th September the derrick collapsed and one of the contractors' employees (the derrickman) was killed. The Company provided the contractor with a replacement derrick and drilling recommenced after a delay of four weeks.

The Loffland rig which is engaged on development wells continues to complete wells at a high rate and the current programme should be completed before the end of the year. The contractor now both drills and completes the wells since the T.45 rig is engaged on coring the complete pay in 4 Burgan wells. The first of these wells has been completed and the core recovery, using a new technique, has been in excess of 90%. The T.32 has been stacked on completion of the workover programme.

There have been no further developments on the Jirfan and Medina wells.

Gas Projects

There was a failure in the combustion equipment at the Burgan Gas Injection Plant on the 8th October and it is hoped that the plant will be recommissioned on 12th December. The total utilisation of the plant for the year will not exceed 50% of capacity.

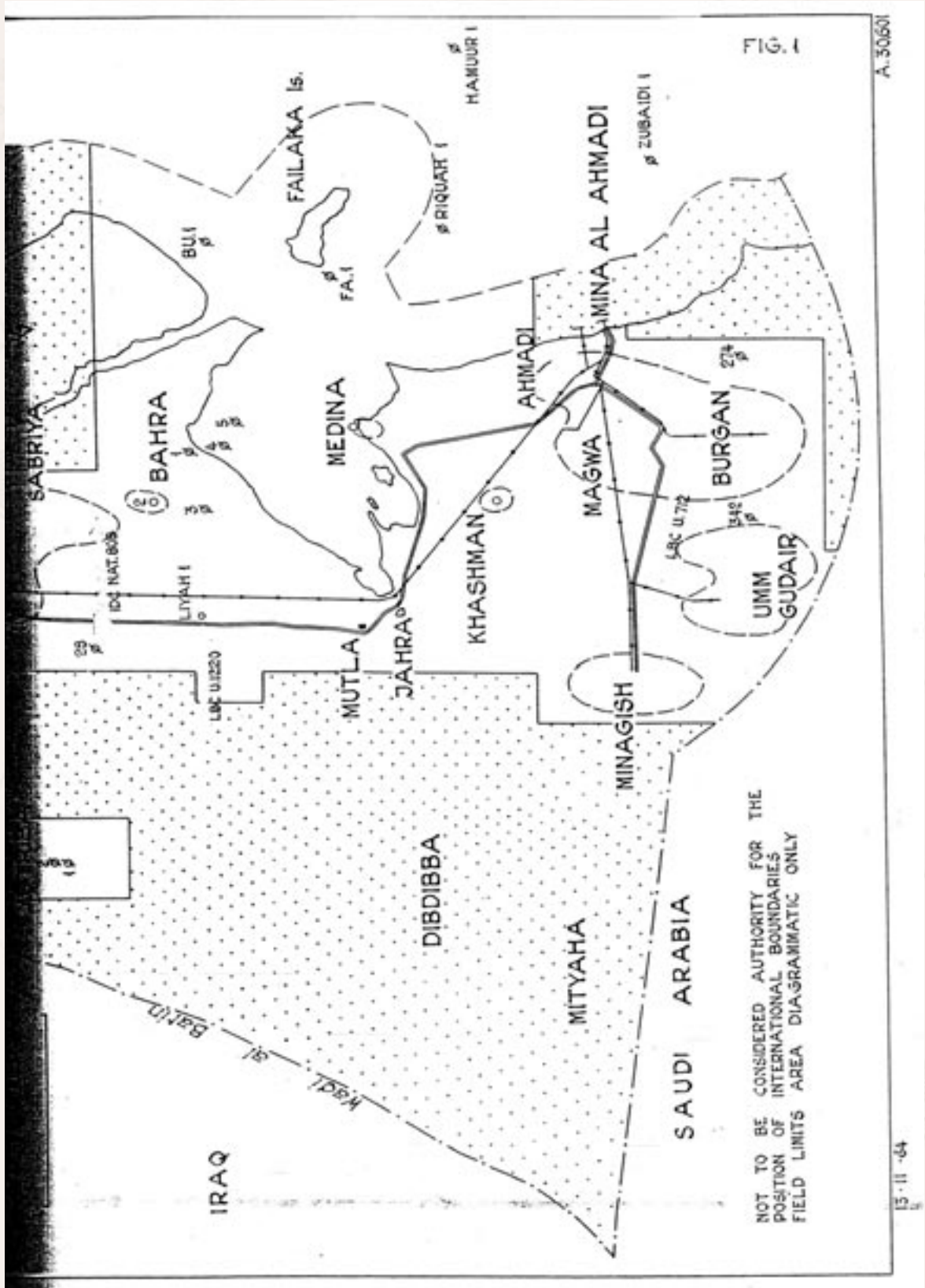
Materials are now being procured for the Gas Injection Plant in North Kuwait and it is hoped the plant will be completed in May 1965.

Bids have been invited from four contractors for the Miragish Gas Injection Plant where it is planned to inject 164 mmcf/day.

The low pressure gas collection system project is proceeding satisfactorily and it is expected that the date of the first delivery at the end of January 1965 will be met. Discussions had taken place in London with officials of the Shuaiba Development Board who understood that only 75 mmcf/day of gas had been reserved by the State, and that the Company had not been informed of any further requirements.

Mr. Mazidi informed the meeting that the State's plans would require 200 mmcf/day which figure had been mentioned some 18 months ago. Mr. Steel pointed out that under the gas agreement with the State a clearly defined procedure was

W. Steel
Chairman



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 -Bharwan-

set up under which the State and the Company could make reservations of surplus gas. The Company had been operating in accordance with this procedure and the only firm reservation made by the State was 75 mmcf/day. The Company will, in accordance with the agreed procedure, be sending the State a statement about changes in the usage of gas on 15th January, 1965.

"George Champion" Fire

Mr. Steel reported on the fire which had occurred on board the "George Champion" on 25th September, 1964.

The vessel was visiting Mina for the 13th time to load a cargo of 85,000 tons of crude oil and just under 1,000 tons of butane. The loading commenced on Thursday and the fire broke out early on Friday morning. The fire was believed to have broken out in the officers' accommodation or at one of the vents near there. One man was killed outright and subsequently 11 of the crew died, including the senior officers. The Company was left with the tanker alongside the jetty and the fire burned for two hours. To avoid the possibility of an explosion it was decided to tow the ship away from the pier. However, immediately prior to this, a flashback occurred and 2 senior members of the Company, one of them being Mr. Scott, whom everybody was very glad to see back and fully recovered, and 7 or 8 Kuwaiti firemen were also slightly burnt. Manned by two Company pilots, the ship was then towed away by Company tugs and finally anchored between five and six miles north east of the North Pier. The fire was finally extinguished by the tugs. Whilst the tow was in progress a tow rope broke, killing a member of the tug crew. The damage to the tanker was slight and no damage was sustained by the North Pier. Mr. Steel paid tribute to the work of the Company employees and the support given by the State. A salvage claim is now in the hands of our solicitors. As a result of the experience gained from this incident our fire fighting and loading procedures are being reviewed.

Mr. Relf on behalf of the Board expressed sorrow at the deaths which had occurred through the fire and sympathy with those who suffered burns. He offered congratulations for the outstanding job done in fighting the fire and expressed appreciation of the efforts of all concerned. Mr. al-Adasani associated the State with these remarks.

Refinery

Owing to reduced demand for certain products, Refinery throughput during the last quarter has ranged between 155,000 and 260,000 b.p.d.

L.P.G.

The "Bridgestone Maru II" was loaded on 26th November with some 10,400 tons of propane and 10,200 tons of butane.

Stage II of the L.P.G. Expansion project is well in hand and the two main sections of this plant are due to be completed on the 8th January. This will result in an annual availability of 165,000 tons of propane and 235,000 tons butane.

Stage III of the expansion which provides for a further 500,000 tons of L.P.G. is proceeding satisfactorily and completion is hoped for December 1965.

Harold P. ...
Chairman

Financial Statements

Financial Statements A and B attached to the Monthly Progress Report which had been distributed to the Board showed that the costs to end of November were generally in line with the estimates for the year.

Staff Appointments

The following staff changes will become effective in March 1965.

Mr. R. W. Baldwin, Manager of Fields Group for the past two years, is returning to Gulf and will be replaced by Mr. John G. Cooper.

Mr. M. M. Linning, who is at present Manager of Services Group, is to head up the new Engineering Group, and Mr. B. B. Hamel will assume responsibility for Services.

Dr. J. E. Warren, seconded from Gulf Research and Development, will be responsible for a new Reservoirs Department which will embrace the Reservoir, the Petroleum Engineering and the Geological Divisions.

Mr. A. Jaffar, who is a brother of the Kuwaiti Ambassador in London, has been appointed Superintendent of the P.R.E. Division. This is of great importance to the Company at this particular time in view of the Labour Union that has recently been formed by Company employees.

Labour Union

The inaugural meeting of the Union was attended by some 450 members and various officials were appointed. In accordance with Kuwaiti Law, membership is limited to Kuwaitis. The Union now awaits the formal approval of the Ministry of Social Affairs.

Pension Schemes

The Company are introducing a pension plan for Kuwaiti labour and increased leaving benefits for all labour with effect from the 1st January, 1965. The Company felt it was right to give Kuwaitis retiring within Kuwait the option to take a pension if they wished but the increase in leaving benefit would apply to all Arabs, including Kuwaitis who did not wish to exercise their option to take a pension. The increase in leaving benefits will cost about £180,000 in respect of past service and an additional annual cost of some £36,000. The cost of the pension plan will depend on the number of Kuwaitis who exercise their option to take a pension and as the option does not have to be exercised until date of retirement it is difficult to determine the costs involved, but in the event that all the Kuwaitis exercise the option the cost for past service would be about £1,000,000 and the annual cost £40,000.

In answer to a question from Mr. Mazidi, Mr. Steel replied that the Company, by giving increased leaving benefits to all labour, had not discriminated between Kuwaitis and other Arabs but had followed what the State had done so far as Kuwaitis are concerned. The matter had also been discussed with Shaikh Jabir.

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Arabisation

A chart was tabled showing the Manpower figures for Staff over the past five years. Arab staff which at the end of 1964 will total nearly 700 are, for the first time, the highest national group in the staff category.

Mr. Mazidi suggested this information might be included in the Annual Review.

In 1964 British and American staff had run down by 73 and Indian and Pakistani by 106 whilst Kuwaitis and other Arabs had increased by 126.

The estimated strength at the end of 1964 was 3,336 Labour and 1,886 staff, a total of 5,222.

The London Office strength had been reduced from 166 at the beginning of 1964 to 139, a reduction of 27. A further point of interest was that the Company were engaged in negotiations to let to Dow Chemicals, an American company, 3 floors of Burgan House and although formal agreement had not been reached we were hopeful of completing a satisfactory deal.

**EXECUTIVE
COMMITTEE
MEETING**

The Managing Director said that in accordance with the procedure agreed at the last Board Meeting he wished to record those matters which had been discussed at the Executive Committee Meeting which were appropriately the concern of the K.O.C. Board. Any other items concerning the Company that the Kuwaiti directors wished to discuss further could be raised under "Any Other Business."

Four items had been raised at the meeting, two of which could be dealt with by the Managing Director and the others could be further explored by the meeting.

- (1) One question raised by the Kuwaiti directors was whether expenses of entertainment by the Company of ships visiting the port of Mina al Ahmadi were a proper charge to the Company's operations.

The Management's view was that it was necessary for the Company to entertain a variety of people in the course of normal business and this was important both from the Company's standpoint and that of the State. The Company did not distinguish between the nationalities of the ships to be entertained and in fact entertained many State guests as well. The Management would keep a close watch on these expenses but this is a matter the Company should judge for itself.

Mr. Mazidi then said that he appreciated that the costs involved were quite small and therefore it was a question of principle. What the Kuwaitis see is mainly the entertainment of British and American nationals and as a result both the Company and the State could be the subject of attack. He stated that the Government's view was that such costs be eliminated from the Company's operating costs and that no part of these costs should be chargeable for Kuwait tax purposes. He also added that should Management feel differently about charges incurred by the Company in respect of entertaining carried out on behalf of the State the matter can be raised with the State.

Harold M. ...
-B. H. ...

Mr. Steel said he would look into the matter as he felt that basically this was a matter for Management.

- (2) Mr. al-Adasani had raised the question of the development of Kuwaiti petroleum engineers. Mr. al-Adasani said that the Government was very interested in this matter and now that he had discussed it with Mr. Steel and Mr. Scott he was satisfied that the matter was being carefully looked at and will be handled by them.
- (3) The two remaining items discussed at the Committee Meeting were not strictly the concern of the Board.
- (a) The problem arising with K.O.T.C. regarding the charter of the two new tankers, and
- (b) The supply of L.P.G. to K.O.T.C. for export.

Mr. Steel said that all concerned had endeavoured to explain the Owners' position at the previous Board Meeting and also on various occasions since.

Discussions then ensued on the question of the functions of the Executive Committee Meeting, the manner in which matters discussed at such meetings should be reported to the Board and whether special points raised at these meetings by Kuwaiti directors should be dealt with under the item on the agenda, "Any Other Business."

Mr. Mazidi and Mr. al-Adasani expressed their views on this problem; they maintained that any points they may wish to raise for discussion by the Board should be dealt with under "Any Other Business." They pointed out that their function as Government Directors on K.O.C. Board should not be limited to matters related to operations but extends to all that concerns the company whether concessionary or otherwise and if the Board is not the proper forum then a proper forum must be set up for this purpose; a forum which was formal and where views were minuted.

Mr. Steel said that whilst minutes were necessary and desirable of Board Meetings, to take minutes of the Executive Meeting would destroy the informal expression of opinions and exchange of views at these meetings. Certainly the Kuwaiti directors could raise Company matters under "Any Other Business" and one of the reasons for the Committee Meeting on the previous day was to enable advance notice to be given of subjects that might be raised. But he pointed out, as did other directors, that non-Company matters could not be dealt with at the Board Meeting. It was clearly wrong to discuss formally with Kuwaiti directors as representatives of the Government matters concerning the Owners and the State when talks were currently being carried on by the Owners with the appropriate government officials in Kuwait. This could only lead to confusion. There were duly appointed Government officials with whom the Company and the Owners transacted business. On the other hand, if the Kuwaiti directors wished to take the opportunity of their visit to express views as representatives of the Government to the Owners, then this could perhaps best be done at the Committee Meeting the previous day.

It was decided, however, that the matter should be given further thought. In the meantime, it was agreed that the procedure outlined at the Board Meeting of 16th September should be given a further trial at the March Meeting.

**PRESENTATION
1965
PROGRAMME AND
EXPENDITURE
ESTIMATES**

A booklet containing the 1965 programme and expenditure estimates was circulated to all directors. Mr. Steel explained that there was a small change in the capital presentation this year as in view of the high rate of expenditure anticipated in 1965 of £9,556,000 it was more important to concentrate on expenditure rather than the programme or projects to be committed in that year.

The estimated capital expenditure for 1965 was then reviewed; special mention being made of the major projects which were shown on the chart facing page 3.

The drilling programme and the revenue expenditure estimates were explained to the Board.

**DATE OF THE
NEXT BOARD
MEETING**

It was agreed that the next Board Meeting should be held in Kuwait on the 10th March, 1965.

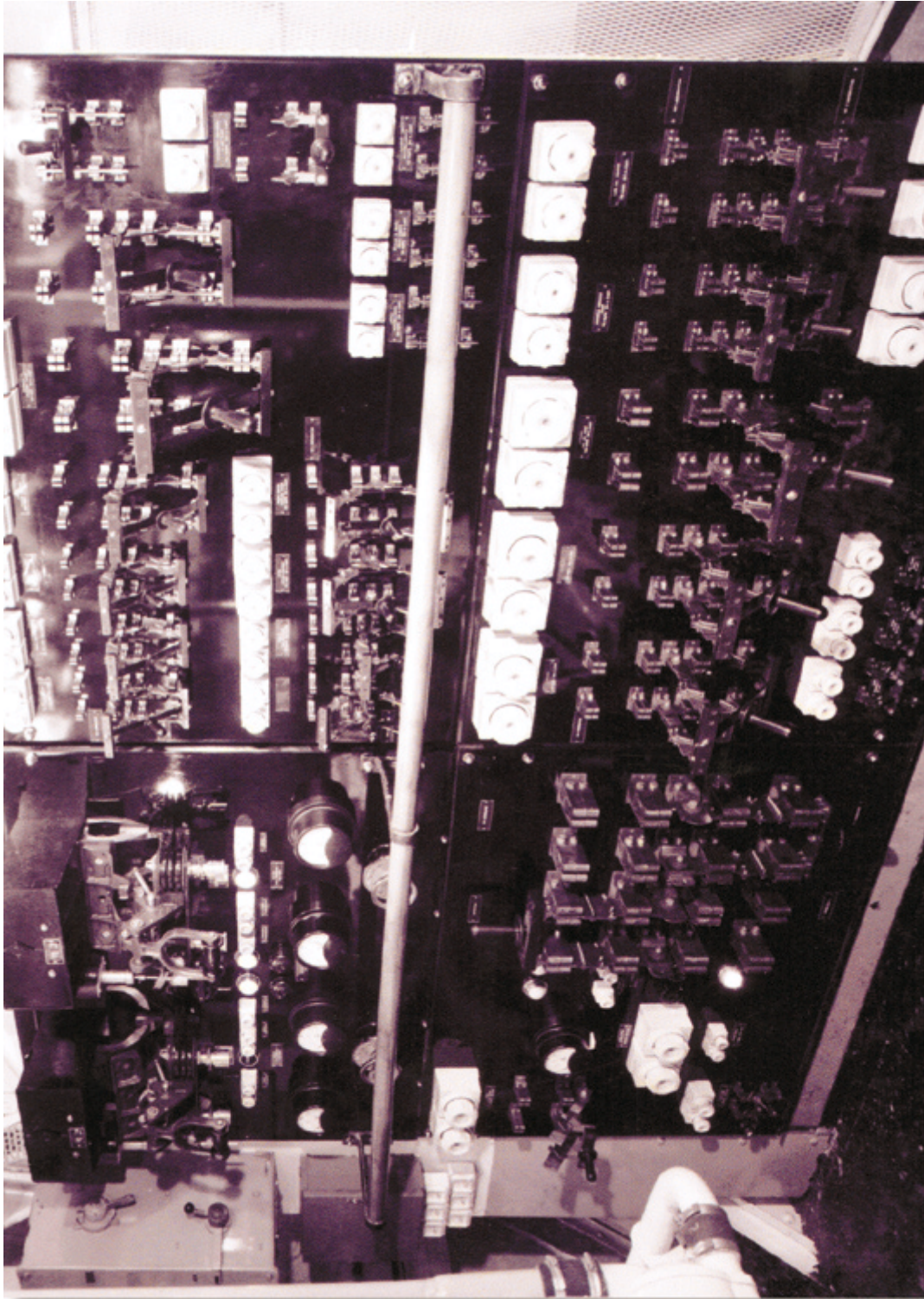
**ANY OTHER
BUSINESS**

It was resolved that an interim dividend of £2,600,000 free of tax be distributed from accrued profits.

G O Reef



Hasan Ahmad
Chairman



لوحة مفاتيح خاصة بمرفأ شركة نفط الكويت ١٧/٣/١٩٦٤
View showing to KOC port Switchboard 17/3/1964

Wassil Khan
-Bahrain-

MANAGING
DIRECTOR'S
REPORT

Statistics

The Managing Director reported that record figures of production and exports had been established in the current year. The average daily production for January/February was 2,156,000 b.p.d. while exports for January were 2,038,000 b.p.d. with a January/February cumulative total of 1,934,000 b.p.d. The higher level of liftings in January was partly accounted for by the bad weather in December of last year which resulted in a backlog carried over into the current year resulting in these very high tonnages.

During the first 16 days of March, production averaged 2,184,000 b.p.d. and exports 1,837,000 b.p.d.

The refinery throughputs were at a record level for January/February, an average of 265,000 b.p.d. being achieved.

Drilling

Current drilling operations were reviewed. The Delta barge contract was terminated after abandoning Bahra No. 5 and the barge has left on repatriation. It is possible that it will be taken over by Gulf for use in Nigeria.

The total estimated cost of drilling the three wells from this barge was £1,500,000 and although unsuccessful it was a relatively cheap operation.

Drilling was suspended at Medina Island after three wells had been drilled and the Forenco rig is stacked awaiting repatriation. The cost, including the cost of construction of the Island, was of the order of £1,200,000.

A map was tabled showing the locations where drilling operations were currently being carried out.

Some success had been achieved with regard to discoveries of heavy crude from the Buggan sands in the Minagish area, the oil having a gravity of 20° API and a sulphur content of 4.5%. K.N.P.C. have expressed some interest in this crude. The quantity available is not yet known but this will be high cost oil as it will require some form of artificial lift.

In North Kuwait the Company are drilling a second well in the Hartha formation, the depth to date being roughly 5,000', but latest indications are that this will be a dry hole. If this well is not successful the programme will probably not be continued.

The Sabriya deep hole test is now at a depth of nearly 13,000' and there is evidence of a large reserve of gas and a small amount of condensate. Drilling is continuing.

At Magva, where development drilling is in progress, a fire broke out while drilling was taking place at Well No. 57 and Mr. Steel reported with great regret that a number of the crew were injured and one died. Mr. Scott explained the circumstances and possible causes of this fire, which was put out within 24 hours.

Mr. Adasani asked whether the Company had finally abandoned its offshore operations and Mr. Steel replied that in terms of priorities we were not going ahead with this work

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at the present time and it could not yet be said we had definitely given up all intention of further work offshore. In reply to a question by the Chairman, Mr. Steel confirmed that it was cheaper to return the rig pending a decision as to what further offshore drilling should be carried out.

Gas

The Company plans to inject 50 million cfd of gas in North Kuwait and five expert contractors have been invited to submit bids.

The Minagish gas injection scheme is in the planning stage and contractors will be invited to tender. The first stage of the scheme provides for the injection of 135 million cfd of which 100 million cfd is to be obtained from Burgan.

The gas injection plant in Burgan is still causing trouble but it is hoped that this will be in operation again some time this month. The present trouble concerns the commissioning of seal oil controls. This plant has been a considerable disappointment and in the two years of operation only about 50% of the anticipated gas injection has been achieved. However, this side of the operations is of some importance as it will enhance the producible capacity of the field and as regards Burgan, will enable more production to be achieved out of the Wara sands.

Refinery

As a result of studies, improvements have been carried out in our operating procedures in the refinery, resulting in an increase in the yield of middle distillate by about 2% on crude throughput. It is hoped to maintain the high throughput, but this will be restricted by the planned overhaul of No. 3 crude unit.

With regard to the L.P.G. exports, Bridgestone requirements continue to be met and the next cargo, which is No. 16, will be loaded in the next few days.

Marine

The fourth Diesel Tug named the "HADI" was launched by Mrs. F. C. Anderson on the 17th March.

Government Relations

The Company's position with regard to the North Kuwait well, Jirfan No. 1, was outlined. With Government approval and support, the well had been drilled to a depth of nearly 5,000' over a period of six weeks before the intervention by a party of Iraqis. The matter is now being dealt with at the highest Government level but obviously the Company cannot go on incurring costs of about KD.1,000 per day and would like to restart drilling at the earliest opportunity.

The Kuwait and Saudi Governments have reached agreement on the boundary between Kuwait and the Neutral Zone, but a survey has to be carried out and the boundary marked on the ground before the final boundary line can be regarded as definite. The Company has always understood that the southern boundary was as drawn on the State map.

Harold M. ...
Chairman

The Company's port area had been moved 45 seconds latitude North to give more room to the Shuaiba development. Talks are still going on with the State with regard to the sea loading berth M, which will impede navigation to the Shuaiba port. The question of silting at our South pier has to be carefully watched in the event of any further development of the Shuaiba port.

The Owners have made arrangements to provide the State with seismic information, which is to be made available to K.N.P.C., but this may not be disclosed to any partner of K.N.P.C. without appropriate payment being made to K.O.C.

K.N.P.C. have requested information from the Company regarding the possible supply of crude oil for their refinery. A meeting is being held on 19th March, 1964, when more detailed information will be requested by the Owners. 1964

Personnel

Mr. T. Campbell who was Manager (Services) has retired after long service and Mr. M. M. Linning was appointed to succeed him in this position.

Dr. J. Warren of Gulf has taken up his appointment as Head of our Reservoir Study Team and a Kuwaiti is now a member of his study team.

The loan of a senior geologist has been obtained from Gulf and the Company's senior geologist, Mr. R. J. L. Stephens, has been seconded to Gulf in the U.S.A., as has Mr. J. Cooper. This conforms with the policy of training staff and giving them the opportunity of gaining wider experience with Gulf and BP which is, of course, of benefit to the Company.

Two other senior members of the staff, namely A. A. Mieras and A. Hijazi, are receiving training with the Owing Companies.

Public Relations

The Company has opened a small branch office within the Town Office for recruitment and Public Relations purposes.

The Annual Review, which is being printed in Kuwait, will be published early in April.

Education

With regard to the Company's scholarship scheme, the post-graduate and undergraduate scholarships being made available by the Company have been advertised. There are not many applications so far, but quite a few have shown interest.

Financial

Mr. Steel said he did not propose to deal in detail with the financial statements which had been made available to the Board except to point out that it was very early in the year to talk in terms of trends of expenditure or costs.

CHEQUE SIGNATORIES

It was resolved that the authority granted to Barclays Bank Limited by Resolution passed at the meeting of Directors held on 26th September, 1961, and to The Chase Manhattan Bank and National Provincial Bank Limited by Resolution passed at the meeting of Directors held on 3rd July, 1963, to accept the

W. Steel
W. Steel

signature of Mr. S. G. Noakes for all purposes covered by the Resolutions referring to Bank Accounts be rescinded.

It was also resolved that Barclays Bank Limited be authorized to accept the signature of Stafford Reginald Coldwell for all purposes covered by the Resolution referring to Bank Accounts passed at the meeting of Directors held on 16th September, 1959, and that The Chase Manhattan Bank and National Provincial Bank Limited be similarly authorized to accept his signature for all purposes covered by the Resolution referring to the said Banks passed at the meeting of Directors held on 18th April, 1956.

PENSION FUNDS

Mr. Steel explained that an amendment to the rules of the K.O.C. Pension Scheme for British Staff was required in order to provide for the deduction from the K.O.C. pension of the proportion of the State Graduated Pension earned by Company contributions to the State Graduated Pension Scheme.

OIL COMPANIES MATERIALS ASSOCIATION

It was resolved that Leslie Albert Heiser or failing him David Sacheverell Curtis be and hereby is appointed the duly authorized representative of the Company, pursuant to Section 139 of the Companies Act, 1948, for and on behalf of the Company to attend and vote, on a poll or show of hands, as the case may be, at any Annual General Meeting or Extraordinary General Meeting of the Oil Companies Materials Association and at any adjournments of any such Meetings and generally to act as he may think necessary and requisite on behalf of the Company in all matters arising from the Company's membership of the Oil Companies Materials Association and that the Resolution, passed on 27th March, 1963, appointing Matthew M. Linning or failing him David S. Curtis be and hereby is revoked.

COMPANY'S SEAL

No Meeting of the Sealing Committee has been held since the date of the last Board Meeting.

DATES OF BOARD MEETINGS

The following changes were agreed by the Board.

As the Kuwait National Day falls on the 19th June it will be more convenient to hold the June Board Meeting on Wednesday, 24th June, at 11.30 a.m.

Similarly, as Mr. Adasani will be visiting India, the December Board Meeting will be brought forward to Wednesday, 9th December.

OTHER BUSINESS

Mr. Steel reported that the Annual General Meeting would be held in England in the next two months. This was a shareholders' meeting and was a formality only, the Accounts having already been approved by the Directors at this Board Meeting.

Arabization

Mr. Mazidi said that he had been requested by H.E. Shaikh Jabir to ask the Board what the Company had done to replace expatriate (including Western) staff with Kuwaitis, or failing Kuwaitis, other Arabs. Shaikh Jabir had made this request previously but the Company were not actively complying. In all cases where expatriate staff were to be employed in Kuwait the Company should apply to General Oil Affairs Department to obtain approval and this should apply even to personnel returning from leave. Mr. Mazidi explained that it was not the intention of the Government to interfere in Company matters, but Shaikh Jabir felt he must make a stand as he was not satisfied with the Company's efforts.

Stafford Reginald Coldwell

Mr. Steel in reply said that he and Mr. Scott had talked at great length to Shaikh Jabir on this matter in December. Shaikh Jabir then did not question the Company's right to employ expert Westerners for technical jobs, but he did protest about the numbers of Indians and Pakistanis still employed by the Company on administrative and clerical jobs for which expert qualifications were not so important.

Mr. Steel repeated his earlier reply to Shaikh Jabir. The Company had during the last few years declared as redundant a very large number of expatriate employees. The figures showed this and the morale of the organisation and the efficiency of the operations would be jeopardised if this was done indiscriminately. The Company could not have grown to its present position without the contribution of the Indians and Pakistanis and this should not be overlooked. The Company first had to cut back where jobs were no longer necessary. It had embarked on a definite Arabization policy for the jobs that would remain, but this could not be carried through overnight. The Company was anxious to engage Kuwaitis and other Arabs, but it must be the Company's prerogative to decide on the question of skilled and technical employees. This was clearly stated in the Concession. The responsibility for the efficiency and security of the operations rested with the Management and therefore they must have the right to employ such expert talent necessary to ensure efficiency and security.

Mr. Scott said that in addition to the rundown already accomplished, nearly 200 expatriate staff would be terminated during this year. However, the Company must control its own operations and this latest move by the State which had resulted in holding up visas could cause serious operational trouble and production could suffer.

Mr. Mazidi said this might be so, but Shaikh Jabir still felt strongly the Company was not co-operating. It was thought that if more figures were produced it might clarify the matter.

Mr. Davis and Mr. Pattinson both commented on the difficulties that would be experienced as a result of Shaikh Jabir's attitude and pointed out that these could defeat the objects of the State and the Company in the Arabization plan.

Mr. Scott explained that figures and other information have been submitted to Shaikh Jabir, but they appear to have been overlooked. The Company's position is clearly known to the State who continue to say that Kuwaitis are available for employment whereas the Company's experience is that they are not available. Mr. Steel said that the question would be taken up yet again with Shaikh Jabir.

In conclusion, Mr. Adasani said that the State were pleased that the Company was holding its first Board Meeting in Kuwait and that Shaikh Jabir had wished to hold a reception for the Board, but owing to other matters of State, which arose at short notice, this plan unfortunately had to be cancelled. Mr. Pattinson thanked Mr. Adasani on behalf of Shaikh Jabir for his wishes and also expressed his appreciation for the audience he and Mr. Davis had with Shaikh Jabir.

GC Reef

١٩٧٥ / ١١ / ١

١٥

لا : السيد وكيل لوزارة الخدم
من لـ : السيد فراج

الاسماء البنزوية للبيع الرابع ٩٧٥

١- فيما يلي أسماء الاسماء " Market Prices المقترحة

والتي تم الاتفاق عليها مع المملكة العربية السعودية
وقد استبدت الاسماء المقترحة لتقتطع ٣١ درهماً في معاملات
مصادره لغيره في طهران ولم تلحق معارضه شديدة

اسم	سعر بيع	سعر الجاهل
تقتطع كدويت (ميناء الجوهري) ٣١	١١,٢٠٠	١٢,١٥١
فهام الحوت (ميناء راجل خفيج) ٤٥	١١,٥٠٤	١٢,٢٧٠
فهام الخفيج " " ٥٨	١١,١٥٢	١١,٩٩١

٢- لم تتحدد بعد الأسعار المنبجعة مع المصنوعين / هيئات
والتقويم المالي الذي تموضع له ليس كذلك انتقاراً
لرؤسائهم المصنوع مع السيد فراج فراج في الكويت باكرة
١٩٧٥ / ١١ / ١١ لتوحيد موقف الكويت والسعودية

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٧- أ.ص. - بيع لمرحان لثالثه : فترة الائتمان

تفتن هذه الاسماء المنطبقه اعتباراً من
اول أكتوبر ١٩٧٥ بفترة ائتمان مدتها
٦٠ يوماً من تاريخ التحويل ،

فيما عدا المبيعات المشتركة ش. و. ب. ن.
يتم دفعه فقط ٦٠ يوماً بعد تاريخ شهر التحويل
أى متوسط فترة ائتمان مدتها ٧٥ يوماً وفقاً
للقرارات الجديدة

٤- الاسماء الموهدة للشركات المعانة ككوتيت

(١) ب. ب. كوتيت / جلف كوتيت

دوره المساس بالمعايير الخاصة بجاهته ، فانه ليس له دوره
في المصير على المبيعات التي تحمل اسم شركته بكونه اعتباراً
من اول أكتوبر ١٩٧٥

دولار / برميل
١١,٠٨٢

فما كوتيت ٣١

ولقد تم انه تم نقله بالسر جديد الموهده ، وانه
يؤكد على انه فترة ائتمان المقترنه به ٦٠ يوماً من
تاريخ التحويل ٤٥ يوماً من تاريخ شهر التحويل والغير

أكثر عملية، وينطبق على جميع أعميَات المحللة .
كما تؤكد للشركتية انه عمله الحساب وعمله له مفع
جميع أعميَات المحللة لما هو الدولار الأمريني .

(ع) شركة لوزيت لبريه إيبا بانيه

اتضمنه المكاتبات مع لوزيت انه رأه أنت المحللة
تضمنه نظام لوزيت لوزيت جميع أعميَات لوزيت تحت شركة
غانز لا تحب هذا لوزيت بشكل نزي أو بلفه لشركة
نزي أيا ألا بعد التأكد منه تفقات لشركة لوزيت
(دليلية التقديرية) .

لهذا تقترح ، تسوية لوزيت لشركة بالتزامات المالية
في المواعيد المحددة ، وهي تستخدم أحدث تقدير التفقات
الصحيات في حساب لوزيت ، وإنه يؤكد لشركة بأنه
لوزيت الموحد لنزي سوف يدققه في الشهر الذي يكون
ربيع سنة وتسوية مستحقات الموحد منه ذمه لوزيت
مفردا ، ويستخدم الرقم الموحد ، كالتقدير ، في حساب لوزيت
الموحد لوزيت لوزيت ... وهذا .
ويجب منه لشركة ، لأن تقديم أحدث تقدير لوزيت لوزيت
لشركة منه الذي الذي منه ١٩٧٥ .

١٥٤ / ٤

كما تفتح انه يبلغ لشركه بانه متبه بالنقض للمحمد
 بالاساس الموصدة بجديده مستحقة للدفع قبل
 نزيه ٥٥ يوما من نزيه شهر التحصيل (اى
 فتره اثمان متوسطه ٦٠ يوما من تاريخ التحصيل)

نداء الدرس والى

تفضلت عليه
 ١٢/١٤





المدرسة العربية في شركة نفط الكويت جنوب الأحمدى - ١٩٥٨

KOC Arab School, South Ahmadi - 1958

المراسيم الأميرية
والقرارات الوزارية

Amiri Decrees

& Ministerial Decisions

1970 INCOME TAX LAW, ETC.

Aide Memorie, dated 23re November 1970.

Law No. 34 of 1970. English translation by Kuwait Oil Company Limited agreed by Government of the Arabic wording.

Letter of Applicability, date 30th December 1970.

Aide Memoire

In meeting between representatives of the Government of Kuwait and BP (Kuwait Limited and Gulf Kuwait Company ("The Companies")) and Kuwait Oil Company Limited ("The Operating Company"), of posted prices of the Companies in Kuwait were discussed. As a result of these discussions, the following has now been agreed between the parties:-

1. The companies and the Operating Company will submit to an amendment to the Income Tax Law providing for an additional tax of 5% on the net income earned in Kuwait of the oil companies operating in Kuwait which will be effective as of 14th November, 1970.
2. Representatives of each of the Companies indicated that they or their affiliates will increase by nine US cents per barrel with effect from 14th November, 1970, and the price posted by them for Kuwait crude petroleum in accordance with the provisions of Clause 5 of the Agreement on Dealing in Crude Oil and Products in Kuwait dated 11th October, 1955.

Note: For the purpose of determining the net income of the Operating Company, the Companies and their respective customers who are taxpayers in Kuwait for the year 1970, before and after the effective date of the said additional tax, as average operating cost per barrel or the whole of the said year will be used.

3. (a) In view of the arrangements referred to in paragraphs 1 and 2 above, the Government of Kuwait agrees that the said arrangements constitute a final settlement of all matters related to the applicable basis of taxation and the level of posted prices up to the present date.

As a result of this settlement, the Government of Kuwait agrees that the prices used by each of the companies and its respective purchasers who are taxpayers in Kuwait in calculating their income tax liability up to the present date are such as to fulfill their obligations under the said Agreement of 11th October, 1955. The



Companies confirm that the agreement of the Government of Kuwait as aforementioned is directed to and bears effect only with regard to the period prior to the present date.

- (b) Nothing contained herein shall be construed or used to prejudice or affect in any way the position of either party in regard to the question of posted prices of crude oil subsequent to the present date.
4. The Government of Kuwait will enact an amendment to the Income Tax Law as referred to in paragraph 1 above.

Signed in Kuwait this 23rd day of November, 1970, corresponding to the 25th day of Ramadan, 1390.

FOR THE GOVERNMENT OF KUWAIT

(Sgd.) Abdul Rahman Salim Al-Ateeqi
Minister of Finance and Oil

For BP (KUWAIT) LIMITED

(Sgd.) J.W.R. Sutcliffe

FOR GULF KUWAIT COMPANY

(Sgd.) A.R. Martin

FOR KUWAIT OIL COMPANY LIMITED

(Sgd.) M.L. Ralston

Handwritten signature
Abderrahman

LAW NO. 34 FOR THE YEAR 1970

Amending the Income Tax Decree No. 3 of 1955 and imposing additional Income Tax on certain bodies subject thereto.

We, Sabah al-Salem al-Salem, Amir of Kuwait
Having perused Articles 48, 65, 134 and 179 of the Constitution, and
Decree No. 3 of 1955 regarding Kuwait income Tax as amended by Decree No. 2 of 1957
and Law No. 8 of 1967;

Do hereby sanction and promulgate the Law, the text of which appears below, which has
been passed by the national Assembly:

ARTICLE 1

With effect from 14th November, 1970, every body corporate subject to Income Tax under the Kuwait Income Tax Decree (No. 3 of 1955) as amended by Decree No. 2 of 1957 and Law No. 8 of 1967, shall be subjected to an additional income tax of 5% on income arising on or after the aforementioned date, such income to be computed in accordance with the provisions of the aforementioned Income Tax Decree as amended.

ARTICLE 2

The additional income tax referred to in the Preceding Article shall not apply to incomes which are not in excess of five million Rupees (Kuwaiti Dinars 375,000) per annum.

ARTICLE 3

In paragraph (c) of Article 1 of the Kuwait Income Tax Decree (No. 3 of 1955 as amended by Law No. 8 of 1967 the words "and by this law" * shall be added after the words "other than the tax imposed by this Decree".

ARTICLE 4

The Prime Minister and the Minister concerned shall put this Law into effect from the date of its publication in the Official Gazette.

Amir of Kuwait
Sabah al-Salem al-Sabah

Made this 22nd of Shawal, 1390, corresponding to 20th December, 1970.

*The law referred to in the added phrase is the present Law No. 34 for the year 1970 published above.



Signature of Sabah al-Salem al-Sabah

December 30, 1970

H.E. Sayyid Abdul Ramona Salem Ail Ateeqy
Minister of Finance and Oil
Kuwait

Your Excellency,

We refer to numbered paragraph 1 of the Aide Memoire signed by the Government of Kuwait, BP (Kuwait) Limited, Gulf Kuwait Company and Kuwait Oil Company Limited at Kuwait on the 25th day of Ramadan 1390 corresponding to the 23rd day of November 1970.

In accordance with the subject to the provisions of the said Aide Memoire, we hereby admit the applicability to us of the Law No. 34 of 1970 in respect of income arising on or after 14th November 1970.

Yours faithfully,

(Sgd.) J.W.R. Sutcliffe

For BP (KUWAIT) LIMITED

(Sgd.)A.R. Martin

FOR GULF KUWAIT COMPANY

(Sgd.)M.L. Ralston

FOR KUWAIT OIL COMPANY LIMITED

مرسومفي شأن وزارة المالية ووزارة النفط

نحن صباح العالم الصباح أمير الكويت

بعد الاطلاع على المادة ٧٢ من الدستور .

وعلى المرسوم الاميري رقم ٢ لسنة ١٩٦٢ باعادة تنظيم الوزارات
والمراسم المعدلة له .

وعلى مرسوم تشكيل الوزارة الصادر في ٢٧ محرم سنة ١٣٩٥ هـ الموافق
٩ فبراير سنة ١٩٧٥ م .

• صنا* على عرض رئيس مجلس الوزراء* .

• بعد موافقة مجلس الوزراء* .

رسمنا بالآتي

مادة اولى

تتقل الى وزارة النفط اختصاصات وزارة المالية والنفط السابقة في شقين
النفط والغاز ، وتوزع الادارات بين وزارة المالية ووزارة النفط على الوجه
الآتي في المواد التالية .

مادة ثانية

تطبق بوزارة المالية الادارات التالية :

- (١) ادارة املاك الدولة والخدمات .
- (٢) ادارة المحاسبة العامة .
- (٣) ادارة الميزانية العامة .
- (٤) ادارة التقاعد .
- (٥) ادارة الاستثمار .
- (٦) الادارة العامة لمنطقة الشميبة الصناعية .

مادة ثالثة

تلحق بوزارة النفط الادارات الآتية :

- (١) ادارة شئون النفط الاقتصادية والقانونية .
- (٢) ادارة الشئون الفنية .
- (٣) ادارة العلاقات الصناعية والتوظيف .
- (٤) مكتب شئون النفط للمنطقة المقسومة .

مادة رابعة

يجرى حصر - بالاتفاق بين وزير المالية ووزير النفط - للشركات التي للحكومة أنصبة فيها والتي تعتمد اساسا في عملها على النفط والغاز سوا* باستخراجه أو توزيعه أو تسويقه أو تصنيعه أو نقله ، وللشروعات النفطية التي استثمرت الدولة فيها بعض احتياطاتها ، وتقل مهمة ادارة أنصبة الحكومة في هذه الشركات والاشراف على هذه المشروعات الى وزارة النفط .

مادة خامسة

يلحق عدد مناسب من موظفي مستخدمي ادارة الشئون الادارية ومراقبة شئون الموظفين وقسم المحفوظات السرية بوزارة المالية والنفط المابقة بكل من وزارة المالية ووزارة النفط بالاتفاق بين وزيرى هاتين الوزارتين .

مادة سادسة

يلحق بقرار من مجلس الوزراء العدد المناسب من وكلاء وزارة المالية والنفط الساهمة ووكلائها المساعدين بكل من وزارة المالية ووزارة النفط .

مادة سابعة

تدفع رواتب الموظفين الذين ألقوا بكل من وزارة المالية ووزارة النفط نفاذا لاحكام هذا المرسوم من ميزانية وزارة المالية والنفط الساهمة ، ويتولى وزير كل من هاتين الوزارتين الصرف من الاحتادات المدرجة في ميزانية الادارات التي ألحقت بوزاره حتى صدور ميزانية السدة المالية ١٩٢٥/١٩٢٦ .

مادة ثامنة

لكل من وزير المالية ووزير النفط تعديل تسمية واختصاص الادارات والمراقبات والاقسام التي احقت بهوزارته وادماجها أو تقسيمها أو انشاء ادارات أو مراقبات أو اقسام جديدة وذلك حسب حاجة العمل بالوزارة .

مادة تاسعة

على رئيس مجلس الوزراء* ووزير المالية ووزير النفط - كل فيما يخصه - تنفيذ هذا المرسوم ، ويعمل به من تاريخ صدوره ، وينشر في الجريدة الرسمية . ويطى رئيس مجلس الوزراء* ابلافه الى مجلس الآمة .

امير الكويت
صباح السالم الصباح

رئيس مجلس الوزراء*
جابر الاحمد الجابر الصباح

صدر بقصر السيف في : ١٥ جمادى الاولى ١٣٦٥ هـ
الموافق : ٢٦ مايو ١٩٢٥ م

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-B. Al-Sayid-

- ١ - تقديم المشورة الى وزير النفط بشأن كافة المسائل الخاصة بالمحافظة على الثروة البترولية ضمن المناطق الخاضعة لسيادة دولة الكويت .
- ٢ - التحقيق في دراسة ومتابعة كافة المسائل المتعلقة بسياسة المحافظة على الثروة البترولية والتوصية باجراء* تغييرات في تلك السياسة حسبما يقتضيه الحال بغية تحقيق أقصى فائدة لدولة الكويت من صادر النفط والغاز فيها .
- ٣ - التنسيق والاشراف على تنفيذ القانون رقم (١٩) لسنة ١٩٧٣ بشأن المحافظه على صادر الثروة البترولية والقرار الوزاري رقم () لسنة ١٩٧٦ بشأن لوائح تنفيذ قانون المحافظة على صادر الثروة البترولية ، وذلك ضمن المناطق الخاضعة لسيادة دولة الكويت .
- ٤ - النظر في اية تغييرات في اللوائح و/أو اية اضافات لها والمواقفة عليها .
- ٥ - اجراء* التحقيقات والنظر في جميع الحالات التي يتبين فيها عدم التقيد بالقانون واللوائح ، ورفع التوصيات المناسبة الى وزير النفط لفرض غرامات و /أو توقيع عقوبات على المخالفين .

مادة (٣)

ينارس المجلس اعماله على النحو التالي :

- ١ - يعقد المجلس اجتماعات شهرية بصفة منتظمة في مقره الرئيسي ، كما يعقد اجتماعات اخرى بنا* على دعوة يوجهها رئيس المجلس وقتنا واهنا برتأيمه اللائما واية وسيلة اشعار يحتمرها بنا* .
- ٢ - يكون رئيس المجلس هو المسؤول التنفيذي الاول له .
- ٣ - يخول نائب الرئيس جميع سلطات وواجبات وسهام رئيس المجلس وتولى ممارستها اذا تبين في اى وقت انه غير قادر ، بسبب غيابه او قيام مانع به ، على القيام بسهام منصبه .
- ٤ - يجوز لرئيس المجلس ان يخول اى عضو من اعضاء المجلس ممارسة جميع سلطات وواجبات وسهام نائب الرئيس اذا تبين في اى وقت انه غير قادر ، بسبب غيابه او قيام مانع به ، على القيام بسهام منصبه .
- ٥ - يكتمل النصاب القانوني للمجلس بتواجد ثلاثة من اعضاءه .
- ٦ - يتولى رئيس المجلس أو نائبه أو اى من اعضاء المجلس الاخرين ، المخوليين صلاحيات سامية ، توقيع جميع التوجيهات او التعليمات أو اللوائح الاخرى التي يتم اعتمادها واصدارها من قبل المجلس .

بتتبع ٣/٠٠

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- ٧ - يخول المجلس ، في سبيل القيام بمسئوليته ، الصلاحيات :
- أ - لاستدعاء ادارة الشؤون الفنية لتقديم اية مساعدة قد يحتاجها المجلس .
- ب - لتعيين محققين لفرض القيام بمساع الاقوال واجراء التحقيقات والاستقصاءات الاخرى حسبما يقتضيه الحال .
- ج - لاستخدام مستشارين وموظفين قانونيين او ماليين او فنيين او غيرهم ذوي المهن الاخرى حسبما يراه المجلس ضروريا لادارة اوجباته ونشاطاته بكفاءة .
- د - لتعيين و/أو لاستخدام ، عند الضرورة ، خبراء او غيرهم من لديهم معرفة فنية او غيرها بالسائل المطروحة امام المجلس ، لاجراء بحث فيها وتقديم تقرير عنها .

مادة (٤)

- تحدد اختصاصات المجلس على النحو التالي :
- ١ - يكون المجلس هو الهيئة الرئيسية ، ضمن وزارة النفط ، المسؤولة عن المسائل المتعلقة بسياسة المحافظة على الثروة البترولية ، ويتولى مهمة التنسيق والاشراف على تنفيذ القانون واللوائح .
- ٢ - يوردى المجلس اعماله بارتباط وثيق مع ادارة الشؤون الفنية التي تتحمل مسؤولية تنفيذ اللوائح . وتتولى ادارة الشؤون الفنية المسؤوليات والصلاحيات وعلاقات العمل التي تحددها لها اللوائح رسميا والمنصوص عليها في دليل التنظيم لادارة الشؤون الفنية (القرار الوزارى رقم (٨٤) لعام ١٩٧٣) .
- ٣ - يجوز للمجلس ، بموافقة وزير النفط ، أن يمدد أو يصدر اية تعليمات أو توجيهات أو أن يضع اية نصوص او شروط لازمة لتحقيق اغراض القانون واللوائح .
- ٤ - يجوز للمجلس ان يرفع توصيات الى وزير النفط لعمل الترتيبات التي يرى المجلس انها تحقق التعاون مع المؤسسات الحكومية الاخرى فيما يتعلق بالمحافظة على صادر النفط والغاز والسائل ذات الصلة .
- ٥ - يجوز للمجلس ، بموافقة وزير النفط ، أن يجرى تحقيقات وان يستمع الى شهادات وان يحدد الاجراء اللازم اتخاذه بشأن اية حالة يخفق احد المفوضين بالعمل - حسبما تدرجه اللوائح - في التقيد بنصوص القانون او اللوائح أو قرارات او توجيهات ادارة الشؤون الفنية ، او في الحالات التي تمس المصلحة العامة والمتعلقة بجميع المسائل التي يتطلبها او يحظرها القانون او اللوائح .

- ٦ - يجوز للمجلس أن يرفع توصيات الى وزير النفط لفرض غرامات وتوقيع عقوبات على اى مفوض بالعمل يثبت انه غير متقيد بالقانون او اللوائح .
- ٧ - يجوز للمجلس ان يعيد النظر في القرارات أو التعليمات أو التوجيهات الصادرة من ادارة الشؤون الفنية الى الشخص او المفوض بالعمل في نطاق ممارستها لمهمة تطبيق اللوائح .
- ٨ - يجوز للمجلس ان يعقد جلسات لبحث اية لوائح جديدة قد تعرض عليها سوا من شخص ما او اى مفوض بالعمل او ادارة الشؤون الفنية ، وأن يبيت في اخرها وان يرفع توصيات الى وزير النفط للموافقة عليها .
- ٩ - يجوز للمجلس ان يرفع توصيات الى وزير النفط بشأن الاجراءات التي يعتبرها ضرورية هجدر اتخاذها بخصوص استكشاف ونتاج وتطهير ونقل وتصنيع وتكرير وتسيق وتخزين النفط والغاز والمنتجات ذات الصلة ، وذلك الى الحد الذي تتعلق به تلك السائل بالقانون واللوائح وامر المحافظ المتصلة بهما .

مادة (٥)

تتبع الاجراءات التالية امام المجلس :

- ١ - يصدر المجلس ، عند توجيه دعوة لمقعد جلسة ، " اشعاراً بحضور الجلسة " يتناول السائل التي ستطرح امامه ، كما يمنح الاطراف المعنية فرصة معقولة لاعداد بيان عن السألة موضوع البحث للادلاء به امام المجلس ولتقديم اى دليل وثيق الصلة بالموضوع سوا ما كان مناقضاً للسألة المطروحة امام المجلس او مفسراً لهما .
- ٢ - يجوز لاي مفوض بالعمل ضمن المناطق الخاضعة لسيادة دولة الكويت ان يقدم طلباً للمجلس لمقعد جلسة لبحث الشكاوى او الخلافات التي تنشأ عن القرارات المتخذة من قبل ادارة الشؤون الفنية بشأن امور المحافظة .
- ٣ - يجوز للمجلس في اية جلسة ان يفرض ، اما شفها او كتابة " قواعد الممارسة " التي يجب تطبيقها لفرض تأكيد الانجاز السريع للعمل المطروح امام المجلس .
- ٤ - يجب على المفوض بالعمل ، بعد صدور الاشعار بحضور الجلسة وفي غضون فترة زمنية معقولة ، أن يزود اى طرف معني محدد من قبل المجلس بنسخة من بيانته مع المعلومات والتفاصيل المرفقة لدعائه .
- ٥ - لا يقبل اى دليل ما لم يكن لتوطيد الحقائق الدعاة في الطلب . ولا تقبل اى حجة ما لم تكن مبنية على الدليل المطروح امام المجلس .

يتبع ٥ / ٠٠

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- ٦ - في الحالات التي يرى فيها المجلس انه من الملائم بالنسبة لتقديم الطلب ان يكون على علم بوجهات نظر ادارة الشؤون الفنية ، يجوز ايداع بيان منها في ملف الدعوى ويقدم في جلسة وفقا لنصوص القواعد المتبعة في تقديم الطلبات .
- ٧ - يتولى سكرتير المجلس اعداد محضر بالاجراءات التي تمت امام المجلس كما يتولى اعداد سجل لها .
- ٨ - تقوم ادارة الشؤون الفنية ، حسب طلب المجلس ، باجراء اية دراسات يطلبها لمساعدته على التوصل الى اتخاذ قرار بشأن الطلب .

مادة (٦)

تتبع الخطوات التالية بشأن ايداع الطلبات لدى المجلس :

- ١ - يبدأ اي اجراء امام المجلس بايداع ست نسخ موقمة من الطلب لدى سكرتير المجلس .
- ٢ - يجب ان يتضمن كل طلب بيانا موجزا بالحقائق وثيقة الصلة بموضوع الطلب واية مادة من مواد القانون او اى فصل من فصول اللوائح التي قدم الطلب بموجبها وكذلك طبيعة التعليمات او التوجيهات الصادرة من اجله .
- ٣ - يجوز للمجلس ، في اى وقت بعد ايداع الطلب ، ان يطلب من مقدم الطلب تزويد معلومات اضافية او تفاصيل او مستندات يرى المجلس انها ضرورية لتمكينه من تفهم موضوع الطلب تفهما كاملا ووافيا . وانا ما اخفق مقدم الطلب ، حسب راي المجلس ، في الاستجابة الملائمة الى طلبه ، فانه يجوز للمجلس ان يرى النظر في الطلب أو يصر في النظر عنه .

مادة (٧)

يجوز للمجلس ان يكلف الاطراف المعنية وای عضو من جهاز ادارة الشؤون الفنية اما شفهيها او كتابة ، بالشول امام اى عضو من اعضاء المجلس للدخول قبل او اثناء الجلسة او التحقيق او الاستقصاء لغرض صياغة مواضع الخلاف او ايضاحها وللنظر في :

- أ - تبسيط جوانب مواضع الخلاف .
- ب - الضرورة او الرغبة في تعديل الطلب او البيان لغرض الايضاح او التحديد .
- ج - قواعد المراسمة التي ينهضي اتباعها في الجلسة .
- د - التبادل فيما بين الاطراف للوثائق والمستندات المزمع تقديمها في الجلسة .
- هـ - اية مسائل اخرى قد تساعد على تبسيط الدليل والبت في الخلاف .

يتبع ٦/٠٠

مادة (٨)

يتخذ المجلس قراراً ————— كالتالي :

أ - بعد المجلس ، عقب الانتهاء من سماع جميع الاقوال ، تقريرا لرفعـــــــــــــــــه الى وزير النفط متضمنا موجزا للدليل الذي عرضه مقدم الطلب ، ————— توصية المجلس بشأن البت في الطلب .

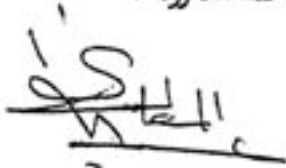
ب - في حالة قبول الطلب ، يتم اصدار قرار المجلس بشأنه ، حالما يحظى بصانقة وزير النفط ، بصيغة أمر . اما في حالة رفض الطلب ————— او جزئيا منه ، فان قرار المجلس يصدر ضمن كتاب موجه الى مقدم الطلب يوضح ابعاد القرار والاسباب التي دعوت اليها اتخاذه .

مادة (٩)

يحتفظ المجلس في سجلاته بالطلب وبيان التفاصيل المرتقـــــــــــــــــه لدعمه ، وايضا بيانات مقدمة دعـــــــــــــــــا للطلب أو معارضة لـــــــــــــــــه .

مادة (١٠)

يعمل بهذا القرار من تاريخ صدوره .



وزير النفط

الكويت : في ٣١ / ١٢ / ١٩٧٥